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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics

The New Rules of Court.

REFERRING to our inquiry, a fortnight ago (*ante*, p. 507), as to what had become of the new Rules of Court, we are glad to say that the rules have now been signed and issued, without the *ultra vires* regulation to which we have repeatedly called attention. They reach us on the point of going to press, but we are able to place them before our readers.

Chamber Business in the King's Bench Division.

THE PROPOSED abolition of the existing system by which a judge of the King's Bench Division sits in chambers to dispose of chamber business, and the substitution thereof of a system by which business will be disposed of by judges sitting in different courts at the rising of their respective courts, has, we understand, been considered by the Council of the Law Society. We are informed that the Council have communicated with the Lord Chief Justice, and all the judges of the King's Division, to the effect that the Council have had before them a resolution adopted by a meeting of the members of the common law bar on the 19th of May to the effect that the proposal will be injurious to suitors and unworkable by the profession. It appears that the Council resolved to concur in the views recorded in the bar resolution, and to express their belief that the proposed change will cause peculiar inconvenience and possible hardship to solicitors, who are under the duty of recording by post each evening the results of applications in chambers affecting country clients. The Council expressed the hope that the proposed change might be reconsidered in its entirety, and further that, if the highly important business now conducted by the chamber judge must be added to the duties of the judges sitting in court, arrangements might be made by which such business might be taken before, instead of after, the ordinary day's work of the judges.

The Workmen's Compensation Act.

AN INTERESTING and important point under the Workmen's Compensation Act was decided recently by Judge PARRY at the Manchester County Court. The applicant for compensation was a member of the great unemployed who had applied for relief to a mission. This mission supplied deserving men, who were out of employment, with food and lodging, but required them to do a certain amount of work in a labour yard in return for the relief afforded. This work was really in the nature of a test; and apparently the men received relief of much greater value than the

labour they performed, the mission being supported by voluntary charitable contributions. Whilst employed in this yard, the applicant was injured by accident, and he thereupon claimed compensation under the Act from the mission. The judge decided that he was not entitled to succeed under the Act. Undoubtedly the question is a difficult one, and we hope the decision will be taken to the Court of Appeal. It is not easy to say whether the man was working "under a contract of service with an employer" or not. Nor is it easy to say whether he was working for wages. What was given to him was really charitable relief, and, as the judge pointed out, the man was in much the same position as a person in a work-house, who, while there, is obliged to do a certain amount of work. It will be an unfortunate thing for such charitable societies if the judge is decided to have been wrong. It does not appear from the newspaper report of the case that the point was taken, on behalf of the mission, that the applicant's work was "of a casual nature." It is submitted that his work (at all events from his point of view) was of that description, and that the mission might have successfully resisted the claim on this ground.

The Public Trustee Barred.

It is not perhaps surprising that Sir HOWARD VINCENT should have appointed the Public Trustee as his executor and trustee, seeing how large a part he played in bringing that functionary into existence. To be consistent, he could hardly have done otherwise. He no doubt regarded the Public Trustee with all the natural partiality of a fond parent for his own offspring, and we certainly should not condemn him for displaying a proper, and in his case a praiseworthy, parental affection. We do not, however, anticipate that his example will be generally, or even to any considerable extent, followed. The ordinary testator will naturally prefer to commit the posthumous management of his affairs to his own familiar friend or family solicitor rather than to a functionary of whom he has no personal knowledge, and who can know nothing of the testator's wishes except what he gathers from the will itself. So far, therefore, from imitating Sir HOWARD VINCENT's example, we think he is far more likely to follow the still more recent example of Mr. SIMON BERRY, of Ashburton, Devon, whose net personality was sworn at something like £100,000. By a codicil to his will, the testator directed that in the event of a vacancy occurring in the number of his trustees, the Public Trustee should not be appointed. It does not require the gift of prophecy to foresee that a clause barring the appointment of the Public Trustee will soon find its way as common form into the precedents of wills. We presume that such a clause would in the great majority of cases be effective, for though section 5 (3) of the Act says the Public Trustee shall not be appointed if the will contains a direction to the contrary "unless the court otherwise order," we can hardly imagine a case in which the court would otherwise order.

A Defect in the Criminal Appeal Act.

A DEFECT in the Criminal Appeal Act was revealed in a case recently tried at the Central Criminal Court. The prisoner was a boy of fifteen years of age, who was convicted under section 4 of the Criminal Law Amendment Act, 1885, of an offence upon a girl of under thirteen. It is provided by the last-mentioned Act that, in the case of such an offender, the court may, instead of sentencing him to a term of imprisonment, order him to be whipped. Now, most persons will probably agree that in the case of a young boy guilty of such an offence whipping is certainly the most suitable punishment. It is to be noticed that if he is sentenced to be whipped, the punishment must be inflicted promptly, for there is no power to add any term of imprisonment to the punishment of whipping. The Criminal Appeal Act, however, provides that, in the case of a sentence of corporal punishment, the sentence shall not be executed until after the expiration of the time within which notice of appeal, or of an application for leave to appeal, may be given; and if such notice is given, the sentence must not be executed until after the appeal or application is disposed of. In the recent case the judge was anxious to have the boy whipped and not sent to prison; but his intention was frustrated by the Act, for he could not order him to be whipped at once, nor could he secure his return to receive punishment if he let him go, and he had no power to

detain him in prison until the ten days allowed for appeal had elapsed. Therefore, it being a bad case, and one in which it was necessary to inflict serious punishment, the judge was compelled, against his better judgment, to send the boy to prison. The Act clearly requires some amendment in this respect. In cases of this sort the court should have power to detain the prisoner until the punishment can be carried out with due regard to his rights of appeal.

Prolongation of Copyright in Literary Property.

THOSE who are interested in the law of copyright are aware that a Committee of the House of Lords has considered proposals, and heard evidence, concerning various Bills for the amendment of the law, and that the general tendency of all the proposals is to increase the protection given to authors and artists by lengthening the term of protection to thirty years after the death of the author, and by increasing the efficacy of the remedies for infringement. More than a hundred and thirty years have passed since the House of Lords, in *Donaldson v. Beckett* (2 Bro. P. C. 129), decided that the authors of books or literary compositions had by the common law no copyright in their own works, Lord CAMDEN insisting that science and learning were in their nature *publici juris*, and ought to be as free and general as air or water. Many persons may be disposed to reject this conclusion and to agree with THOMAS HOOD in his protest against an unnatural law which requires an author to write for everybody's posterity except his own. And we read that in France a petition has been addressed to the Minister of Public Instruction, signed by more than two hundred persons, including the representatives of VICTOR HUGO, ALEXANDRE DUMAS, and other deceased authors, asking whether there is any reason why intellectual labour should be worse off than manual labour; why intellectual work has less protection than a factory, house, or field? And whether the legislators of France are warranted in making literary property an exception to the general rule that property is perpetual, hereditary, and transmissible. The arguments against the prolongation of literary copyright must sooner or later be reconsidered, and it must be remembered that some of the most learned of English judges, including Lord MANSFIELD, were of opinion that, upon every principle of reason, natural justice, morality, and common law, the right of an author to the copyright in his works was well founded.

Action by Wife Against her Husband for False Imprisonment and Malicious Prosecution.

THE JUDGMENT of SUTTON, J., in *Tinckley v. Tinckley*, holding that a wife is not entitled to recover damages against her husband for false imprisonment and malicious prosecution, will be generally accepted as the natural construction of the Married Women's Property Act, 1882. The plaintiff's case, as opened by her counsel, appeared to involve much hardship. It was alleged that before the commencement of the action divorce proceedings were pending between the plaintiff and the defendant, her husband, in which a decree *nisi* in her favour had been granted by the court. She thereupon warehoused the furniture in the house which they had occupied and went into service as a housemaid. Subsequently, while negotiations were proceeding with regard to the payment of alimony, the defendant gave his wife into custody on the charge of stealing his furniture. She was detained for part of a day and a night by the police, and then brought before a magistrate and discharged. Owing to her arrest, she lost her situation, and damages for this loss were claimed in the action. At the trial a verdict was given in her favour for £60 and £12 out-of-pocket expenses. The case came before the judge for further consideration, when the plaintiff's counsel referred to section 12 of the Act, "Every married woman shall have in her own name, against all persons whomsoever, including her husband, the same civil remedies and also . . . the same remedies and redress by way of criminal proceedings for the protection and security of her own separate property, as if such property belonged to her as a *feme sole*; but, except as aforesaid, no wife shall be entitled to sue her husband for a tort." The argument of counsel was that the employment of the wife must be taken to be part of her separate estate, and that if this estate was imperilled by the action of her husband, he was liable for the consequences. The learned judge had no difficulty in giving judgment for the defendant, on the ground that the action before

him could not be taken to be an action for the protection of the wife's separate estate. The hardship of this decision is perhaps mitigated by the fact that the judge of the Divorce Court, in awarding alimony to the wife, might possibly take into account the conduct of her husband since the granting of the decree.

"A Year and a Day."

THE STATEMENT in Hawkins' Pleas of the Crown "that no person shall be adjudged by any act whatever to kill another who doth not die thereof within a year and a day after," and the fact that the period of a year and a day is referred to in early statutes dealing with the prerogative right to wreck, under which the owners of shipwrecked goods were allowed to reclaim them within a year and a day if they could identify them, has led to some speculation as to the meaning of the phrase "a year and a day," and a good explanation is given in Erskine's Institute of the Law of Scotland, book 1, title vi., s. 42: "If a marriage shall subsist for a year and part only of the day next ensuing the year, all deeds granted in contemplation of the marriage subsist, which arises not so much from the favour of marriage, the only reason assigned in that decision, as from the legal meaning of the expression year and a day; for where any right is to be completed or act to be performed within a year, of which many instances are to be met with in our law, a day is generally adjoined to the year in *majorum evidentiam* that it may appear with the greater certainty that the year itself is completed; and, therefore, the running of any part of the day next after the year hath the same effect as if the whole day had elapsed." We may add that, under the Scottish law, if the wound be severe and keep in a regular progression from bad to worse, so that the patient continually languishes and is consumed by it as a disease, this in reason and in law is quite the same as if he died on the spot. HUME, in his Commentary on Crimes, observes that it may be argued that there ought to be some limitation in this matter, such as they are said to have in England to the space of a twelvemonth from the time of the wound. Because, where the illness is of very long duration, it is difficult to trace the influence of the original injury, and its connection with the fatal issue, in that clear and palpable manner which is to be wished on the investigation of a capital charge. But in Scotland (nor does this course seem ever to be attended with injustice) that circumstance has only been considered, as one among others, in the sum of evidence in the case.

Right of Proprietor of Business to Open Letters Addressed to the Manager in his Private Name.

WHEN is a principal entitled to open letters addressed to the manager of his business at the office or warehouse in which the business is transacted? This question was raised quite recently in a case tried in the City of London Court before Judge LUMLEY SMITH, K.C., and a jury. The plaintiff, the manager of a firm of city merchants, brought an action against them to recover damages for their trespass in opening two letters addressed to him while he was in their service. The letters were addressed to the plaintiff "care of — [the defendants]," and were not marked private. They contained orders for goods. In one was a complaint with regard to goods which had been delivered, and the other asked for repayment of a loan which had been made to the plaintiff. It would be difficult in these circumstances to say that the defendant had no interest in the contents of these letters, but the plaintiff contended that the letters belonged to him, and that it was for him to hand them over or suppress them as he thought proper. The judge, in the course of the trial, expressed his doubt as to whether the manager of a business had any property in letters addressed to him at the office in the course of the business, and suggested that they must be taken to be the property of the employer. The manager could only be thought to claim a right over the letters when they were marked "Private." The question as to the property in the letters was ultimately treated as a question of fact, and having been left to the jury, they were unable to agree, and were discharged without giving a verdict. It is difficult to lay down any precise rule as to the property in letters addressed to the manager of a business at the place where it is carried on, and having no external indication that they relate to the business. Many employers are accustomed

to forbid those whom they employ to receive their private correspondence at the business address, and in some cases there is an express agreement that all letters and correspondence of the employee, unless referring to private affairs, shall be deemed to be the property of the employer, and may be opened by him or by any person authorized by him. In all these cases the employee may be said to have given leave to his employer to open his letters, at any rate where there is nothing on the envelopes to show that they belong exclusively to the employee. It can hardly be supposed that letters addressed to the manager of a shipping firm or the principal clerk of a firm of stockbrokers are to remain unopened at the office on the occasion of his sudden and unexpected absence from business. The matter is one of the mutual convenience of master and servant, and can probably be adjusted without any rigid adherence to abstract rights of property.

The Examability of Colonial Statutes.

THE CASE of TILONKO, the Zulu of Natal, who is now imprisoned at St. Helena, continues to be somewhat unsatisfactory from the point of view of jurisprudence (see SOLICITORS' JOURNAL, July 27, 1907). Nearly twelve months ago TILONKO petitioned for special leave to appeal from a judgment of the Supreme Court of Natal, on the ground, mainly, that the Indemnity Act, 1906, under which he was sentenced and punished, was constitutionally invalid and illegal. The report of the case occupied just over a single page of the Law Reports: see *Tilonko v. Attorney-General of Natal* (1907, A. C. 461). The petition for special leave to appeal was refused in these words: "The question raised is settled by an Act of Natal, and it is not within the power, or within the province, of this Board to discuss or consider the policy or expediency or wisdom of an Act; or to do anything beyond deciding whether the Act applies." TILONKO has now (*Times*, May 28) endeavoured to raise the question of the validity of the Natal Act in a civil action. This action (in form one against the Natal authorities for recovery of damages) the Supreme Court of Natal has declined to allow, and TILONKO has again petitioned for special leave to appeal from the decision of the Natal court, in order that the question of the validity of the Natal Act of 1906 may be raised and decided by the Judicial Committee. The Board, however, has again dismissed the application as being practically the same as previous attempts to question the validity of the Act of 1906. The refusal to grant special leave to appeal has not, in either of the two applications, been definitely grounded upon the validity of the Natal Act—the question of this validity has not really been faced. In view of the unfortunate *dictum* in *Webb v. Outrim*, to the effect that a colonial statute, "when it is assented to, becomes an Act of Parliament as much as any Imperial Act," it does seem important that the refusal to allow the validity of the Indemnity Act, 1906, passed by the Natal Legislature, to be examined in the highest Appeal Court should not appear in the least to be based on the mere fact that the statute is a statute, and therefore immoveable (so to say) in a court of law. Already the *dictum* above referred to has met with adverse comment in colonial courts.

Imprisonment for Debt.

THE QUESTION of the continuance of the present system of imprisonment for debt is likely to become one of increasing importance, and those who view with dissatisfaction the number of cases in which imprisonment is resorted to will welcome the *dictum* attributed to Mr. Justice JOYCE in a recent case that "imprisonment for debt is a relic of barbarism." The recently issued Civil Judicial Statistics for 1906 shew that in that year the number of debtors imprisoned under county court process was 12,014, and this forms a striking contrast to the popular belief that DICKENS' portrayal of the debasing effect of the system of imprisonment had led to its abolition. It is quite true that section 4 of the Debtors Act, 1869, provides that "no person shall, after the commencement of this Act, be arrested or imprisoned for making default in payment of a sum of money," but this is qualified by the words "subject to the exceptions hereinafter mentioned," and one of these exceptions has had the effect of raising cases of imprisonment for debt to the enormous total just mentioned. Default in payment of any judgment debt may be visited with imprisonment, provided the court

is satisfied that the debtor has, or has had since the date of the judgment, means to pay and has neglected to do so. Only those who are in immediate touch with the work of county courts, and are in a position to compare one county court with another, can say whether the evidence of means on which debtors are committed to prison is usually satisfactory, or whether the punishment in this way of neglect to pay is in fact beneficial to the debtor and to the community. The Select Committee now sitting may be expected to receive reliable information on this subject. Meanwhile it may be observed that the statistics shew a very wide divergence between county court districts, and, after allowing for the difference between agricultural and industrial districts, it seems extraordinary that Cornwall, for instance, should have only 10 cases of imprisonment and the East Riding 1,002. These are the extreme figures. Moreover, it is probable that imprisonment encourages forms of business which it would be desirable to abolish, and in any case the advantages of credit do not seem to justify the enormous aggregate of imprisonment which it causes. The opponents of the system are probably quite entitled to the benefit of Mr. Justice Joyce's description of it.

Form of Bankruptcy Notice.

A DEBTOR who has a bankruptcy notice served on him may reasonably expect that it shall state with certainty how he is required to pay the debt so as to comply with the judgment on which it is founded, and the Court of Appeal in *Re A Judgment Debtor* (22nd May) (COZENS-HARDY, M.R., and KENNEDY, L.J., BUCKLEY, L.J., *diss.*) have affirmed the judgment of the registrar setting aside such a notice for noncompliance with this requirement. But while making full allowance for the necessity of construing a bankruptcy notice strictly, the strictness would seem to have been carried further than was really wanted for the debtor's protection. A judgment had been obtained by A. and B. trading as the C. company. The bankruptcy notice required payment to be made to A. and B., giving their private addresses and not at the commencement referring to them as trading as the C. company. Later on, however, it referred to them as the company, so as to leave no doubt that payment was required to be made to them in their partnership capacity. Under section 4 (1) (g) of the Bankruptcy Act, 1883, the notice must require the debtor "to pay the judgment debt in accordance with the terms of the judgment." The majority of the Court of Appeal held that the notice in the present case did not satisfy this requirement, and reliance was placed on *Re Howes* (1892, 2 Q. B. 628), where a variance occurred between the description of the creditors in the judgment and their description in the bankruptcy notice. But as BUCKLEY, L.J., pointed out, there was upon the entire notice no doubt that payment was required to be made to A. and B. in the same capacity in which they had recovered judgment, and the debtor had received all the information he required. This dissentient judgment, however, did not cure the technical defect, and it is clear that special pains should be used to avoid any slip in the form of a bankruptcy notice.

The High Court of Australia.

THE CASE of *Blake v. Bayne* (*Times*, May 29), in which judgment has just been delivered by the Judicial Committee of the Privy Council, seems to be the first case in which, since the creation of the High Court of Australia in 1903, the Judicial Committee has reversed the High Court on direct appeal from the latter. The case is also of some professional interest, for the appellants are one of the oldest and best known firms of solicitors in Melbourne. Messrs. BLAKE & RIGGALL had become sureties in an administration bond, the administratrix being a client. It was alleged that breaches of trust had been committed by the administratrix, and that her solicitors were liable with her for these breaches. The action against the administratrix and sureties was dismissed in the first instance by the Victorian Court, but this decision was reversed by the High Court of Australia. On appeal, Messrs. BLAKE & RIGGALL, who were, of course, the substantial defendants, have succeeded, and have thus removed any reflection which might have been considered to have been cast on them by the decision of the High Court.

Suicide of Persons Insured by Policies of Life Insurance.

WE READ that the opinion is gaining strength in France that

it is contrary to public policy to allow money, in the case of life insurance, to be paid to the representatives of a person who has committed suicide. It has been decided in this country that where there is no express provision in the policy that in the event of the assured dying by his own hand the policy shall become void, that policy is not vacated by the circumstance of his having died by his own hand while in a state of temporary insanity. But we know of no case in which an action has been successfully defended on the ground that the assured was in a sane state of mind at the time when he committed suicide, and we cannot, as at present advised, think that there is anything irrational or unreasonable in a provision by which a person is enabled to insure against the consequences of insanity, even though they take the form of self-destruction.

Consent Orders in Bankruptcy.

AT THE sitting in bankruptcy before BIGHAM, J., on Monday last, a solicitor appeared in the first case to inform the court that the case had been settled and to ask for an order embodying the terms of the settlement. BIGHAM, J., observed that he was averse to making a consent order without knowledge of the facts of a case, and in his view counsel ought to be instructed on both sides in such cases so that they might consider the facts and be in a position to give the court some information. He, however, allowed the solicitor to state the facts in the case before him, and eventually made the order asked for.

Building Society Mortgage Receipts.

THE judgment of PARKER, J., in *Crosbie-Hill v. Sayer* (1908, 1 Ch. 866), which we have already shortly noticed (*ante*, p. 364), contains an interesting discussion of the effect of Section 42 of the Building Societies Act, 1874, under which a receipt indorsed on a building society mortgage operates as a reconveyance. The section provides that when all moneys secured by a mortgage to a building society have been discharged, the society may indorse on the mortgage "a receipt under the seal of the society, countersigned by the secretary or manager, in the form specified in the schedule to this Act, and such receipt shall vacate the mortgage or further charge or debt, and vest the estate of and in the property therein comprised in the person for the time being entitled to the equity of redemption, without any reconveyance or surrender whatever."

This is in substance a repetition of the earlier provision contained in section 5 of 6 & 7 Will. 4, c. 32, upon which the case of *Pease v. Jackson* (L. R. 3 Ch. App. 576) was decided. In that case a member of a building society had made a mortgage to the trustees of the society and a subsequent equitable charge in favour of the plaintiffs. He afterwards requested the defendants to pay off the first mortgage. They did so, and received from the trustees the first mortgage with a statutory receipt indorsed thereon. At the same time the mortgagor executed a new mortgage to the defendants, who had no notice of the plaintiff's charge. Under these circumstances, it became necessary to determine whether the effect had been to vest the legal estate in the plaintiffs as the prior equitable incumbrancers, or in the defendants, and the decision was in favour of the defendants. The words of the statute are that the estate in the property is to vest "in the person for the time being entitled to the equity of redemption." Lord CAIRNS, L.C., pointed out that, on one construction of these words, it might be held that if the mortgagor paid off the building society, the receipt would vest the estate in him, notwithstanding subsequent incumbrances, since he was, in a sense, the owner of the equity of redemption. Another construction, he observed, might be that, no matter who paid the mortgage money, "the receipt indorsed is to operate so that the legal estate in the mortgaged premises is to go at large to whichever of all the persons entitled in any shape or form to the equity of redemption has the best equity to call for the legal estate—a very difficult problem indeed to be solved, and not a very convenient way for the Act of Parliament to have provided for the disposition of the legal estate—a disposition which very often could not be determined except through the medium of a Chancery suit." But the

Lord Chancellor considered that one of these two constructions must be the right one, for he thought that the mere payment of the mortgage money by the mortgagor and the indorsed receipt could not operate so that the legal estate would, *ipso facto*, vest in the next equitable incumbrancer in point of time, without regard to the question whether he had the best right to call for the legal estate.

The observation that it may require a Chancery suit to determine how the legal estate goes under an indorsed receipt has been justified by the litigation which has taken place on the question. In *Pease v. Jackson* (*supra*), it was not necessary to decide between the first two constructions suggested by Lord CAIRNS. On either of these the defendants were entitled to succeed. If the legal estate had vested in the mortgagor, then it had passed to the defendants under the new mortgage, while if it vested in the persons who had the best right to call for the legal estate, the defendants, who had paid off the first mortgage for the purpose of standing in the first mortgagees' place, stood in that position. At any rate, the plaintiffs did not get the legal estate simply because they were, at the time when the mortgage debt was paid and the receipt indorsed, the next incumbrancers in point of time.

Apart from the special circumstance that the defendants in *Pease v. Jackson* (*supra*) had taken a fresh mortgage from the mortgagor, it would have been necessary to determine with more precision exactly how the legal estate is to go under the statute, and in subsequent cases where that special circumstance has not been repeated; it has been settled that the legal estate does not vest in the mortgagor, but in the person who has the best right to call for it. This was the conclusion arrived at by JESSEL, M.R., in *Fourth City Mutual, &c., Society v. Williams* (14 Ch. D. 140). Where the mortgage is paid off by a mortgagor who has created incumbrances on his equity of redemption, then the first of these incumbrancers is entitled to call for the legal estate—at any rate, if his incumbrance has been created by a conveyance of the equity of redemption—and the receipt vests it in him accordingly. But where one of the subsequent incumbrancers has provided the money to pay off the first mortgage on the understanding, express or implied, that he is to have the benefit of the legal estate, then it vests in him to the exclusion of prior equitable incumbrancers.

The decisions in the above two cases were accepted by KAY, J., though not without criticism, in *Sangster v. Cochrane* (28 Ch. D. 298), but it is sufficient to pass to the decision of the House of Lords in *Hosking v. Smith* (13 App. Cas. 582), which now governs the question. In that case an attempt was made to revive the doctrine rejected by Lord CAIRNS, that the legal estate necessarily goes to the next incumbrancer in point of time, but the attempt met with no success, and of the two constructions suggested in *Pease v. Jackson* (*supra*) the second was preferred. "Of the two possible constructions," said Lord WATSON, "propounded by [Earl CAIRNS], I prefer the second. I think the Legislature, by the expression 'person or persons entitled to the equity or redemption,' meant to indicate that there might be persons other than the mortgagor who would be so entitled, and that its true interpretation must be reached, in cases like the present, by holding that the expression refers to the person or persons who, at the time of the indorsement, have the better equity to call for the legal estate." And it was further held—in this respect overruling *Pease v. Jackson* (*supra*)—that when of two subsequent incumbrancers the later in time has the better right to call for the legal estate because part of his advance has been used in paying off the building society's mortgage, he is entitled to the benefit of the legal estate, and to consequent priority over the earlier incumbrancer, in respect of his entire advance, and not only in respect of the part which was applied in paying off the first mortgage. It is assumed, of course, that he had no notice of the earlier equitable mortgage. Having got in the legal estate, he is entitled to the full benefit of it. On this point the decision of Lord CAIRNS had been followed by the Court of Appeal in *Robinson v. Trevor* (12 Q. B. D. 423), which, accordingly, to that extent was also overruled.

The present case of *Crosbie-Hill v. Sayer* (*supra*), forms an

example of the principle established by *Hosking v. Smith* (*supra*). In June, 1902, property in Essex was conveyed by way of legal mortgage to a building society. In June, 1905, the mortgagor arranged with his bank to pay off the mortgage. This was done on the 26th of June, when all the deeds except the mortgage deed (which was retained for indorsement of the receipt), were handed over by the building society to the bank, and the mortgagor gave the bank a memorandum of charge containing an undertaking to execute a legal mortgage. Shortly afterwards the mortgage deed, with the receipt indorsed, was handed to the bank. In November, 1905, the mortgagor obtained £850 from W. H. LAURIE, and executed in his favour what purported to be a legal mortgage. This loan he obtained by producing to LAURIE a forged conveyance to himself, the mortgagor. The real title-deeds were still with the bank. At this date £1,600 was due to the bank. In December, 1906, the plaintiffs agreed to lend the mortgagor £1,500, which, with another sum of £100, was to be paid to the bank in discharge of the bank's debt. This was done. The bank handed over to the plaintiffs the title-deeds and memorandum of charge with a memorandum of discharge indorsed thereon, and at the same time the mortgagor executed what purported to be a legal mortgage for £1,500 in favour of the plaintiffs.

Under these circumstances the question of priority arose as between the £850 due to LAURIE's executors and the £1,500 due to the plaintiffs, and it appears to be a natural result from the above principles that the plaintiffs had priority. Under the statutory receipt indorsed on the original building society mortgage the legal estate vested in the bank who paid them off. This fact, notwithstanding the mortgagor's agreement in the memorandum of charge to execute a legal mortgage (which might be construed as implying that he was first to have the legal estate) gave the bank the right to call for that estate, and, in accordance with *Hosking v. Smith*, the legal estate vested in them, and there having been no subsequent conveyance by the bank, it remained vested in them. The question, therefore, was, as between the persons entitled to the £850 and £1,500 mortgages, which of them were entitled to call for a conveyance of the legal estate from the bank, and so protect the equitable title. PARKER, J., held, in accordance with the cases already cited, that the better title lay with the £1,500 mortgage, since that sum was advanced for the purpose of paying off the bank's mortgage. The learned judge based this result on the mere fact of the £1,500 being advanced to replace the first mortgage, apart from any implied contract to have the legal estate; but he also supported it by the consideration that the first mortgage must, under the circumstances, be deemed to have been kept alive for the benefit of the plaintiffs, and that on this ground also they were entitled to priority. In this respect the decision rests upon considerations which are not within the scope of the present article.

The Manufacture of Criminals.

By E. H. PICKERSGILL, M.P.

THERE was a period in the history of Parliament when, it was said, every other day was signalized by the enactment of a new felony without benefit of clergy. We are not so sanguinary now, but there is a strong tendency, emanating from many quarters and operating in various departments of social life, to enlarge the boundaries of the criminal law. The recent report of the committee on the law of bankruptcy furnishes a significant illustration. There are already upon our statute-book nineteen misdemeanours and one felony relating to misconduct by a bankrupt, as against five offences only prescribed in similar cases by the United States Bankruptcy Law. Yet the committee recommend the enactment of two new offences to which grave exception must be taken on the ground of principle.

Before I proceed to consider them, let me observe that no case is made out for such drastic changes. The committee report that there has been a large reduction in the amount of insolvency since the present system came into force. It is true that the country is flooded with some 70,000 undischarged bankrupts—but who need be surprised by that, seeing that the Legislature has been busy making it exceedingly difficult for an honest bankrupt to obtain his discharge. The fact, however, remains that this large number of undischarged bankrupts is an admitted evil: for (apart from other considerations) the position

of their new creditors in a subsequent failure would be most unfortunate, as the assets of the bankrupt would probably be successfully claimed by the trustee in the first bankruptcy. Moreover, during the last few years the London Bankruptcy Court has been "swamped" by alien Jews, who go bankrupt and start immediately again under another name. These evils may be mitigated, as the committee suggest, by making it a misdemeanour punishable with imprisonment for a bankrupt while undischarged to trade under an assumed name or style, or in the name of any other person, or under the name of a firm, unless his true name and position be fully disclosed to those with whom he deals. This proposal is entirely unexceptionable. It is in fact only a strengthening of section 31 of the Bankruptcy Act, 1883, which prohibits an undischarged bankrupt from obtaining credit to the extent of £20 or upwards from any person without informing him that he is an undischarged bankrupt.

There is another recommendation of the committee to which no objection can be taken. The Debtors Act, 1869, in many instances makes an act criminal, subject to the proviso "unless the jury is satisfied that the defendant had no intent to defraud." It is doubtful what the effect of this proviso is, and courts interpret it in different ways. There can be no reasonable objection to amending the language so as to make it clear that, on proof of the facts by which the offence is constituted, the burden of proving absence of intention to defraud is cast on the defendant. The law would thus be assimilated to the corresponding provisions of the law of Scotland.

I now come to the recommendations of the committee which I regard as in the highest degree exceptionable. In the first place, it is proposed that (subject to certain conditions) failure by a trader to keep proper books of account shall be punishable with imprisonment in the event of his becoming bankrupt. This proposal is open to the objection (as the committee point out) that it makes a thing which was neither criminal nor due to any bad intention when done into a crime because of something which has happened afterwards, namely, the insolvency of the person who has done it. It is suggested, however, in support of the recommendation, that "the *ceasing* to keep books is the first symptom of going wrong." This is no doubt true, but it does not justify the conversion of a badge of fraud into a substantive offence. There is the further objection that the proposed change would class a man who is negligent or ignorant merely with the man who is criminal. One witness told the committee roundly that "50 per cent. of the traders throughout the country do not really know how to keep books." It would press hardly upon the smaller people. I should like to call special attention to the evidence given by Mr. HENRY ATTLEE, a late President of the Law Society. He shews what an oppressive use is now made in the case of the village trader of section 8 of the Act of 1890, which relates (in connection with discharge) to books not being properly kept. "Of late years (he says) there has been quite a new zeal born in the country for pushing that section, so that *quidcunque viâ* they manage to prevent a discharge being granted. And then, people not being able to get their discharge, the wholesale trader is able to get the village shop into his own possession."

The committee appeal to the law of other countries in support of their recommendation. But there is evidence that in New South Wales "juries are ready to convict except for non-keeping of books, which does not appeal to them," and that in Scotland "juries are unwilling to find that the failure to keep books arose from an intent to defraud."

Secondly, the committee make the following recommendation: When it is established that a debtor who has carried on a trade or business has contributed to his bankruptcy by gambling or by unjustifiable speculations unconnected with his trade or business, he should by law be guilty of an offence punishable on prosecution before a court of summary jurisdiction by imprisonment. This proposed innovation in the substantive law is extraordinary enough, but the suggestion that the new offence should be triable by a police magistrate is astounding. Bankruptcy offences are emphatically offences which should be passed upon by a jury of business men. And if (as is alleged) business men acquit in many cases where a lawyer would convict, that is no objection unless we are prepared to alter the fundamental principles of the administration of the criminal law in this country.

The annual report of the inspector under the Aliens Act, which has just been issued, says that further time must elapse before it would be possible to gauge the permanent effect of the expulsion provisions of the Aliens Act upon the amount or nature of alien crime in the United Kingdom. The statistics of convicted prisoners—though by no means an absolute index to crime—will in the long run afford a test, and they already yield indications that the liability to expulsion is exercising considerable influence upon the criminal alien. The alien prison population reached its highest point in 1904, having increased (with small fluctuations in the years 1895 and 1899) ever since 1893—the first year for which figures are available—and at a greater rate than the total prison population.

Reviews.

The Criminal Appeal Act, 1907.

THE CRIMINAL APPEAL ACT, 1907, AND THE RULES, FORMS, AND RATES AND SCALES OF PAYMENT THEREUNDER. WITH NOTES BY HERMAN COHEN, M.A., Barrister-at-Law, AND AN INTRODUCTION BY SIR HARRY B. POLAND, K.C. Jordan & Sons.

Every one practising in the criminal courts requires now a copy of the Criminal Appeal Act, 1907, and of the Rules and Forms made thereunder. Moreover, he wants these in a convenient form, with an index enabling him to readily find the section or rule he requires. These requirements are satisfactorily fulfilled by this book, which contains the Act and Rules, with some useful annotations and cross-references. The author has a practical knowledge of his subject, and has supplied the profession with what they want. The Introduction by Sir Harry Poland does not add much to the value of the book from the point of view of the practitioner; but it is extremely interesting. The learned author is not satisfied with the Act. He says it gives the judges far too much power, and strongly objects to their over-riding the verdicts of juries. Sir Harry Poland is undoubtedly a great authority on the criminal law, and his opinion is always worthy of respect; but it is rather too late now to find fault with the principle of the Act, and if it is to be mischievous we must put up with the mischief as well as we can, for there can be no going back.

CRIMINAL APPEALS UNDER THE CRIMINAL APPEAL ACT OF 1907. WITH RULES OF COURT AND FORMS. By A. C. FORSTER-BOULTON, M.P., Barrister-at-Law. Butterworth & Co.

This is a book published with precisely the same object as the book noticed immediately above. It is an edition of the Act and the Rules, with notes, cross-references, and an index, by a writer of experience who is thoroughly acquainted with his subject. The practitioner will find this book quite as useful as the one just mentioned. In fact, while every practitioner must have a book of this description, we do not think it matters one penny piece which of these books he buys. Each is good; either will suit his requirements; and the price is the same.

CRIMINAL APPEAL CASES: REPORTS OF CASES IN THE COURT OF CRIMINAL APPEAL. Edited by HERMAN COHEN, Barrister-at-Law. Stevens & Haynes.

This series, which is apparently to be brought out in parts at intervals varying with the sittings of the court and the number of cases to be reported, will be found useful. At first, almost every case heard will be carefully studied, until the principles of the court are established and understood. Therefore these reports are, at present, noticing almost every decision.

Books of the Week.

The Law of Carriers of Merchandise and Passengers by Land. By WALTER HENRY MACNAMARA, Barrister-at-Law, a Master of the Supreme Court. Second Edition. By the Author and W. A. ROBERTSON, B.A., Barrister-at-Law. Stevens & Sons (Limited).

International Documents: A Collection of International Conventions and Declarations of a Law-making Kind. Edited, with Introduction and Notes, by E. A. WHITTUCK, B.C.L. (Oxon.), one of the Governors of the London School of Economics and Political Science. Longmans, Green, & Co.

The Victorian Chancellors. By J. B. ATLAY, Barrister-at-Law. In Two Vols. Vol. II.: Lord St. Leonards, Lord Cranworth, Lord Chelmsford, Lord Campbell, Lord Westbury, Lord Cairns, Lord Hatherley, Lord Selborne, Lord Halsbury, Lord Herschell. With Portraits. Smith, Elder, & Co.

Oxford Medical Publications. The Law in General Practice: Some Chapters in Every-day Forensic Medicine. By STANLEY B. ATKINSON, M.A., M.B., B.Sc., Barrister-at-Law. Henry Frowde; Hodder & Stoughton.

The Diseases of Workmen. By T. LUSON, M.D., and R. HYDE, M.R.C.S. With an Introduction by His Honour Judge RUGG, K.C. Butterworth & Co.

The English Reports. Vol. LXXXIV.: King's Bench Division XIII., containing Keble 2 and 3, Kelyng, Jones T. William Green & Sons, Edinburgh; Steven & Sons (Limited).

Correspondence.

The Decision in *Copestake v. Hoper* (52 SOLICITORS' JOURNAL 516).

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The decision of the Court of Appeal in *Copestake v. Hoper* may be summed up as follows:

(1) Mr. Justice Kekewich was mistaken in thinking that heriot-right, which is an incident of tenure, can be affected by any question of equitable seisin. With all respect for the memory of a painstaking and experienced judge, this was a foregone conclusion.

(2) Lord St. Leonards, Mr. Charles Davidson, Mr. Joshua Williams, Mr. Leake, Mr. Goodeve, and Mr. Challis were right in thinking that the effect of a statutory deed of grant is to transfer the actual seisin to the grantee.

(3) Mr. T. Cyprian Williams was wrong in thinking that the effect of a statutory deed of grant is to transfer only the seisin in law, and not the actual seisin. His theory involves the notion of two persons being seised of the same land at the same moment, and this, as the Master of the Rolls pointed out, is impossible.

(4) There is no foundation for the suggestion (advanced by me with some diffidence in the SOLICITORS' JOURNAL for the 2nd of March and the 1st of June, 1907) that a statutory deed of grant only transfers the legal estate to the grantee and leaves the seisin in the grantor until the grantee enters.

If the Court of Appeal had adopted this view ("which is, of course, an absurd supposition," as a learned contributor to your columns recently remarked, with pitiless severity) the result would have been practically convenient, for in ordinary cases a purchaser of land would take possession on completion and thus acquire actual seisin, while a mortgagee would leave the mortgagor in possession, and thus avoid heriots and other inconvenient incidents of tenure; he would be in much the same position as a mortgagee of copyholds, who does not become a tenant until he is admitted. But the difficulties in the way were too great, and now that the smoke of the battle has cleared away, it must be conceded that the Court of Appeal could not have adopted the suggestion above referred to without displaying a degree of judicial courage verging on boldness; for, in the first place, they would have run counter to the opinion of Lord St. Leonards, Mr. Joshua Williams, Mr. Challis, and the other eminent real property lawyers above mentioned, which has been acquiesced in for upwards of sixty years, and, in the second place, they would by implication have decided that Messrs. Christie, Hayes, and Ker, in drafting the 2nd section of the Real Property Act, 1845, intended to repeal the Statute of *Quia Emptores* so far as it requires a tenant in fee simple, on selling his land, to put another tenant in his place. We all know that the learned draftsmen had no such revolutionary intention, and that what they meant to do was to enable the actual seisin of land to be transferred by deed of grant as well as by feoffment. It is a pity they did not say so.

The judgment of the Master of the Rolls in *Copestake v. Hoper* (if one may say so with respect) combines technical knowledge with sound common sense, and will probably be accepted as conclusive by most real property lawyers.

When, if ever, a comprehensive measure for the reform of the law of real property is introduced into Parliament, it is to be hoped that it will include some provision for abolishing heriot-right and other survivals of the dark ages. This could easily be done by enacting that every lord shall be entitled to commute his heriot-rights, &c., for a lump sum, payable by the tenant within a certain time, and that every heriot-right, &c., not so commuted shall be extinguished after (say) six years from the passing of the Act.

CHARLES SWEET.

Lincoln's-inn, June 1.

Imprisonment for Debt.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—May I point out that the misdescription of imprisonment for debt, as "in the nature of a contempt of court," referred to by Sir Kenelm E. Digby, K.C., in his evidence before the Select Committee of the House of Commons is not founded on the Debtors Act, but originated with a certain class of creditors who wished to transfer the responsibility from their own shoulders to those of the court?

It is these creditors, not the judges, who seek to keep the law unaltered. Though the title of the first part of "The Debtors Act, 1869," is "Abolition of Imprisonment for Debt," you have only to turn to the terms of the Act to see that it is abolished "with six exceptions." Under these exceptions about 20,000 debtors are now imprisoned every year at the public expense. The sixth of these exceptions is the judgment summons process. It is responsible for about 12,000 of these 20,000 imprisonments, and is often spoken of as if it was the only kind of imprisonment for debt still in existence,

whereas there are also the highly objectionable imprisonments for non-payment of rates, where no proof of means to pay is required.

The position of the imprisoned debtor is, in some respects, not so good as that of the criminal. Though in the eyes of the law a debtor has committed no criminal offence, he has no right of appeal to the Home Secretary; yet he is not tried with the same care, or given the same benefit of the doubt, as if he were charged with a crime. The Home Secretary cannot knock off a single hour from the debtor's sentence, neither has the county court any power of liberating him, or of moderating the severity of the law.

JOSEPH CO. LINSON.

Humanitarian League, 53, Chancery-lane, London.

The Law Society and London University.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The Law Society having undertaken the preparation of students for a law degree in the London University, why should it not become a college of the University, and some scheme be agreed to whereby at one and the same time a man could qualify for the rolls and his degree? Would it not be far better than this present system of double examinations?

The University might accept the Preliminary Examination of the Law Society and the Final for the subjects of English Law.

Owing to the University having external students, it offers better facilities than any other English University to articulated clerks.

I am sure if some such plan could be arranged, many young solicitors would take full advantage of it to the mutual good of all parties.

I hope any reader who favours the idea will take it up and air his views in the SOLICITORS' JOURNAL, as by so doing much good may result, or better still if influence could be brought to bear on the Law Society and the University.

VERAX.

Registered Charges of Leasehold Land.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The position of the registered proprietor of a charge appears to be that of a legal mortgagee so far as his power of sale is concerned (Land Transfer Act, 1875, s. 26). A disclaimer cannot affect the rights of such legal mortgagee, nor is a charge by way of equitable mortgage destroyed.

Under section 27, the proprietor of the charge can sell or transfer the land for the whole of the term.

It would not appear to be necessary to take any of the steps suggested by your correspondent.

F. R. B.

New Orders, &c.

Rules of the Supreme Court (June), 1908.

ORDER XXII., RULE 17.

1. Order XXII., Rule 17, shall be read as if there were included therein:—

London County Council 3½ per Cent. Stock.

ORDER XXXVII., RULE 34A.

2. Any Subpoena other than a subpoena issued from the Crown Office or in an action to be tried at Assizes, shall remain in force from the date of issue until the trial of the action or matter in which it is issued.

ORDER LIV., RULE 12.

3. Order LIV., Rule 12, is hereby annulled, and the following Rule shall stand in lieu thereof:—

12. In the King's Bench Division a master, and in the Probate, Divorce and Admiralty Division a registrar, may transact all such business and exercise all such authority and jurisdiction in respect of the same as under the Act or these Rules may be transacted or exercised by a Judge at chambers, except in respect of the following proceedings and matters; that is to say:—

- (a) All matters relating to criminal proceedings or to the liberty of the subject;
- (b) Granting leave for service out of the jurisdiction of a writ, or notice of a writ of summons;
- (c) Appeals from district registrars;
- (d) Prohibitions;
- (e) Injunctions and other orders under sub-section 8 of section 25 of the principal Act, other than orders for the appointment of receivers by way of equitable execution and injunctions so far, and so far only, as the same are ancillary or incidental to equitable execution;

- (f) Reviewing taxation of costs;
 (g) Acknowledgments of married women or applications to dispense with the concurrence of a husband in a disposition by a married woman.

ORDER LXII., RULE 1A.

4. If from time to time the state of business shall so require, the Clerks to the Chancery Registrars may attend the Court of Appeal or the Judges of the Chancery Division on the trial of actions with witnesses on such days and at such times as the Senior Registrar for the time being shall, with the approval of the Master of the Rolls in the case of the Court of Appeal, and with the approval of the Senior Judge of the Chancery Division, in the case of that Division, determine.

ORDER LXIII., RULE 8.

5. The Offices of the Supreme Court (including the Judges' Chambers) shall, save as hereinafter mentioned, close on Saturdays at one o'clock.

ORDER LXIII., RULE 9.

6. Subject in any Division of the High Court to any Order by the President thereof, the Office hours in the several Offices of the Supreme Court other than the Summons and Order, Crown Office, and Associates Departments of the Central Office shall be from ten in the forenoon to four in the afternoon, except on Saturdays, when the Offices shall close at one in the afternoon, and in Vacations on days other than Saturday, when the Offices shall close at two.

In the Summons and Order Department the hours shall be from half-past ten in the forenoon to half-past four in the afternoon, except on Saturdays, when they shall be from half-past ten in the forenoon to half-past one in the afternoon, and in Vacations, when they shall be from half-past ten to half-past two.

In the Crown Office and Associates Departments the hours shall be from eleven in the forenoon to five in the afternoon, except on Saturdays and in the Vacations, when the hours shall be from eleven in the forenoon to two in the afternoon.

ORDER LXV., RULE 27 (38b).

7. Order LXV., Rule 27 (38b), shall be read as if after the words "professional charges" the words "and disbursements" were inserted.

ORDER LXV., RULE 27 (48).

8. Order LXV., Rule 27 (48), as to Refreshers shall be read as follows:—

To the Leading Counsel from 5 to 10 guineas.
 To the Second " " 3 to 7 "
 To the Third (if three) " 2 to 5 "

9. These Rules may be cited as the Rules of the Supreme Court (June), 1908, or each Rule may be cited by the heading thereof with reference to the Rules of the Supreme Court, 1883; they shall come into operation on the 1st of July, 1908.

(Signed) LORNBURN, C.

ALVERSTONE, C.J.

H. H. COZENS-HARDY, M.R.

ROLAND L. VAUGHAN WILLIAMS, L.J.

J. GORELL BARNES, P.

R. J. PARKER, J.

CHRISTOPHER JAMES.

June 3, 1908.

High Court of Justice.

WHITSUN VACATION, 1908.

NOTICE.

There will be no sitting in court during the Whitsun vacation.

During the Whitsun vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Pickford.

Mr. Justice Pickford will act as Vacation Judge from Saturday, June 6th, to Monday, June 15th, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers on Thursday, June 11th. On other days within the above period, applications in urgent matters may be made to his lordship by post or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by book post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

CASES OF THE WEEK.

Court of Appeal.

YANGTZE INSURANCE ASSOCIATION (LIM.) v. INDEMNITY MUTUAL MARINE ASSURANCE CO. (LIM.). No. 1. 29th May.

INSURANCE (MARINE)—"CONTRABAND OF WAR"—WARRANTY—CONTRABAND PERSONS.

Semble, a warranty in a policy of marine insurance on a ship during a war, "no contraband of war," in its ordinary meaning applies to goods and not to persons.

Decision of Bigham, J. (1908, 1 K. B. 910), affirmed.

Appeal from the judgment of Bigham, J. (reported in 1908, 1 K. B. 910) in an action upon a policy of reinsurance. The following statement of facts is taken from the judgment of Bigham, J.: The plaintiffs underwrote a policy for £18,000 on the steamer *Nigretia* at and from Shanghai to Vladivostok, while there for not exceeding twelve days whilst discharging the cargo, and thence to one port in China in ballast. The policy contained a warranty "not to carry cargo other than kerosine oil," and the insurance was to cover the risk of capture. The policy was made in Shanghai. The plaintiffs were anxious to reinsure part of the risk, and accordingly, on the 28th of October, 1904, they telegraphed from Shanghai to their London office to reinsure £15,000, including war risk, warranted no contraband of war. The London office succeeded in getting a slip initialled by different underwriters, including the defendant company; but as there was an uncertainty as to the meaning of the warranty "no contraband of war," which affected the question of premiums, the London office telegraphed to the Shanghai office on the 29th of October as follows: "Steamship *Nigretia*. Reinsurance has been effected as required. There is some doubt as to the meaning of 'warranted no contraband of war.' It is understood that cargo oil kerosine only, you guaranteeing not contraband. It is of utmost importance; or otherwise 30 guineas per cent." The meaning of this telegram was that the underwriters were uncertain whether the Japanese courts might not regard kerosine as contraband, and they required the plaintiff company to guarantee that it was not contraband, intimating that in the absence of such a guarantee the premium would be 30 guineas per cent. This telegram was answered by the Shanghai office on the 31st of October as follows: "Steamship *Nigretia*. Cargo oil kerosine only. We will guarantee that Consul for Japan has to-day written British Consul that kerosine not regarded contraband by Japanese Government if shipped anywhere. Cannot give further guarantee. Steamer clears Vladivostok. Are you satisfied?" This telegram was shown by the London office to the different underwriters, and was accepted as satisfactory. The slip which up to this point had contained in this connection only the words "warranted no contraband" was then amended by adding to those words the further words, "on basis as per cable dated the 31st of October, 1904," and the signatories to the slip initialled the telegram so as to identify it. The defendant company underwrote £2,000. The premium was agreed at 15 guineas per cent. Subsequently—namely, on the 13th of December, 1904—the defendants issued their formal policy on which the present action was brought. The policy, following the terms of the slip, contained the following provision: "Warranted no contraband of war on basis of cable dated the 31st of October, 1904, copy of which attached hereto," and pinned to the policy was a typed copy of the telegram. The policy further provided as follows: "Being a reinsurance of the Yangtze Insurance Association (Limited), subject to the same clauses and conditions as in the original policy, and to pay as may be paid thereon (but warranted free from particular average) and all clauses as in the original policy, including war risk." At this time a state of war existed between Russia and Japan, and on the 19th of December, 1904, while on the insured voyage to Vladivostok, *The Nigretia* was captured by a Japanese cruiser and taken to the port of Sasebo, in Japan, where she was condemned by the Japanese Prize Court. The circumstances under which she was condemned appear from the judgment of the Prize Court. This judgment found that on the 16th of December, 1904, two Russian naval officers, who had assumed German names, were received on board *The Nigretia* at Shanghai as passengers to Vladivostok. There was no proof that the captain or owners of the vessel knew that these two persons were Russian officers, but, on the other hand, the court found that there was no proof that they were ignorant of the fact, and the court held that the ship "must be confiscated, as the vessel was actually engaged in transporting contraband persons." The plaintiffs paid or compounded on the original policy as for a total loss, and they now brought this action on the reinsurance policy to be indemnified by the defendants. Bigham, J., held that "contraband of war" meant merchandise, and did not include persons, and he gave judgment for the plaintiffs. The defendants appealed.

THE COURT (GORELL BARNES, P., and FLETCHER MOUTON and FARWELL, L.J.J.) dismissed the appeal. They held, upon the construction of this particular policy, that the parties, in referring to contraband of war, intended to include goods only. The parties were dealing with a cargo of kerosine oil only, and the warranty must be construed with reference to that. But as the general point decided by Bigham, J., had been argued they would express an opinion upon it. In their opinion "contraband of war" in its ordinary meaning only applied to goods and not to persons. No English decision could be found applying those words to persons. The judgment was therefore right.—COUNSEL, *Serutton*, K.C., and D. G. Leek; J. A. Hamilton, K.C., and *Maurice Hill*. SOLICITORS, *Walters, Johnson, Bubbs & Wharton*; *Thomas Cooper & Co.*

[Reported by W. F. BARRY, Barrister-at-Law.]

HYAMS v. STUART KING. No. 1. 28th May.

GAMING—BETTING—AGREEMENT TO GIVE TIME AND NOT TO DECLARE LOSER A DEFAULTER—VALIDITY OF CONTRACT—GAMING ACTS, 1710 (9 ANNE C. 14), 1835 (5 & 6 WILL. 4, C. 41), AND 1845 (8 & 9 VICT. C. 109), s. 18.

A promise by the defendant, who was a bookmaker, to the plaintiff, who was also a bookmaker, to pay to him a certain sum, being the amount which the defendant lost to the plaintiff upon a bet, upon a later date, in consideration of the plaintiff giving the defendant until that time to pay the amount and not declaring him a defaulter with all the consequences attaching thereto, is a good contract founded on good consideration, and is enforceable at law.

So held by Gorell Barnes, P., and Farwell, L.J., Fletcher Moulton, L.J., dissenting.

Appeal by one Thomas Maughan from the judgment of Darling, J. The plaintiff, who was a bookmaker, had in October and November, 1907, certain betting transactions with a firm of Stuart King, in which Thomas Maughan was a partner. The firm of Stuart King also carried on business as bookmakers. These betting transactions resulted in a balance of £108 10s. due to the plaintiff, and on the 4th of November a cheque was given by the firm to the plaintiff for that amount. On the 5th of November the plaintiff was requested by a member of the firm not to present the cheque as money which had been expected had not arrived, but to hold the cheque over for a few days and to keep it quiet. The plaintiff did so, and a few days later Maughan requested the plaintiff to hold the cheque over, as if he told other customers of the firm it would ruin the firm. The plaintiff accordingly held the cheque over, and on the 11th of November he received a cheque on account for £25 signed by Maughan and the other partner. The plaintiff afterwards asked for the balance, and said that he would take proceedings, but a further request, substantially to the same effect, was again made by Maughan, and a letter was written by the defendants to the plaintiff enclosing another cheque for £25 on account, and promising to send the balance on the following Monday. On the 2nd of December the plaintiff wrote a letter to the defendants stating that they had faithfully promised that if he (the plaintiff) kept quiet and did not injure their business by telling the s.p. men, or take proceedings, they would pay the debt, to which he had agreed; and that he had decided now to place the matter in the hands of his solicitor for collection. The defendants wrote in reply asking the plaintiff not to take steps, as he would be paid if he waited a few days longer. No further money being paid, the plaintiff brought the present action on the cheque to recover £48, giving credit for the above-mentioned two sums of £25 and a further sum of £10 10s. At the trial before Darling, J., leave to amend the claim was given, making it a claim on a contract that, if the plaintiff would hold over the cheque and not mention the matter to the other customers of the firm, and so avoid ruining their business, the defendants would pay the amount. No formal amendment, however, was made. Darling, J., held that the above promise was proved, and that it was sufficient to support the action, and he gave judgment for the plaintiff. Maughan appealed.

THE COURT (GORELL BARNES, P., and FARWELL, L.J., FLETCHER MOULTON, L.J., dissenting) dismissed the appeal.

GORELL BARNES, P., after stating that where the point turned upon the exact form of the action or the exact defence an amendment should be put into writing and handed up to the judge so that there might be no misapprehension about it, said that no point was raised as to there being any difference in the case if the action had been on a promise made by an individual instead of by a firm. It was clear that the action was not maintainable on the cheque, as it was given for an illegal consideration (5 & 6 WILL. 4, c. 41, s. 1), and it was not suggested that it could be maintained upon an account stated between the parties. The plaintiff contended that he could shew a cause of action entirely independent of the cheque and bet—that was to say, a promise for good and fresh consideration to pay the amount claimed. In his opinion there was on the evidence a new contract in fact, that in consideration that the plaintiff would give the defendants a reasonable time within which to pay the amount which the defendants ought to have paid him on the 4th of November, and would forbear from declaring them defaulters if they paid within that further time, they would pay him the amount which both parties considered was due to the plaintiff in honour, though not in law; and the defendants in fact acted upon the contract by paying the two sums of £25 each, and the plaintiff exercised the forbearance; so that the defendants' promise was to pay to the plaintiff at a later date a certain sum of money in order to avoid the consequences of not having paid the racing debts. In his opinion that contract did not fall within the provisions of 8 & 9 VICT. C. 109, s. 18; nor was there any illegality affecting it; and it was a lawful contract founded on good consideration. *Bubb v. Yelverton* (L. R. 9 Eq. 471) was decided nearly forty years ago, and had been followed since, and they would be legislating, and not declaring the law as it at present existed, if they were to hold the contract to be unlawful. The appeal must be dismissed, but as very great difficulty in dealing with the case had arisen from the fact that no amended claim was framed, there would be no costs of the appeal.

FLETCHER MOULTON, L.J., dissented, holding that compliance with the request to hold over the cheque and to say nothing about it not being paid, as it would damage the defendants' business and prevent other people betting with him, did not amount to good consideration for the promise to pay the bet or a sum equal to the amount of the bet.

FARWELL, L.J., agreed with Gorell Barnes, P.—COUNSEL, H. S. Cautley; RITTER. SOLICITORS, H. Benjamin; H. Dade & Co.

[Reported by W. F. BARRY, Barrister-at-Law.]

High Court—Chancery Division.

FURNESS, WITHEY, & CO. (LIM.) v. JOHN W. PICKERING AND OTHERS. Joyce, J. 3rd June.

PRACTICE—THIRD-PARTY PROCEEDINGS—APPLICATION FOR LEAVE TO SERVE A THIRD-PARTY NOTICE—DIFFERENCE IN PRACTICE OF THE CHANCERY AND KING'S BENCH DIVISIONS OF THE HIGH COURT—SERVICE OF NOTICE OF THE APPLICATION ON THE PLAINTIFF—EX PARTE APPLICATION—R. S. C. XVI. 48 AND 52.

Upon an application for leave to serve a third-party notice there is no rule in the Chancery Division requiring the defendant to serve the plaintiff with notice of the application, which should be made ex parte. The court may require the order to be served on the plaintiff. The plaintiff can appear upon the summons for directions under ord. 16, r. 52, and is then entitled to be heard.

Wye Valley Railway Co. v. Hawes (16 Ch. D. 489) explained.

The plaintiffs having brought an action against the defendants, who are the directors of Constantine Pickering & Co. (Limited), and that company claiming that the defendants should make good certain *ultra vires* and illegal expenditure by the defendant company, the defendants applied under R. S. C., ord. 16, r. 48, for leave to issue a third-party notice on another director of the company for contribution. The notice of the application was served on the plaintiffs, who appeared and resisted the application. Leave was refused by the master, and thereupon the summons was adjourned into court.

JOYCE, J., said that it was of the highest importance that there should be uniformity of practice between the Chancery Division and the King's Bench Division in the same classes of cases. The practice books said that an application for leave to issue a third-party notice should be made *ex parte* in the King's Bench Division, and in the Chancery Division upon application with notice to the other party to the action. The case of the *Wye Valley Railway Co. v. Hawes* (16 Ch. D. 489) which was cited in support of the practice in the Chancery Division was not a decision to that effect. Vice-Chancellor Hall in that case said that he could make the order, but that it was better to give the plaintiff notice. The order might be made *ex parte*, though the court might require service of the order on the plaintiff. In this case the plaintiffs claimed against the defendants that they should make good certain illegal expenditure. There was another director who, the defendants said, was equally responsible and from whom they were entitled to contribution. Without prejudice to the rights of the third party or to any application by the plaintiffs to discharge the order upon the summons for directions under ord. 16, r. 52, the learned judge thought that a *prima facie* case for contribution had been made out, and that he must make the order. The plaintiffs might have a great deal to say, and care would be taken upon the subsequent application to protect them against any evil consequences of the present order. Leave was granted to serve the notice.—COUNSEL, Hughes, K.C., and R. H. Hodge; C. H. Carden Road. SOLICITORS, William A. Crump & Son; Holman, Birdwood, & Co.

[Reported by A. S. OPPÉ, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

SCHENCK v. SCHENCK. Bargrave Deane, J. 1st June.

DIVORCE—DECEASED PETITIONER—ORDERS AGAINST RESPONDENT—ENFORCEMENT—APPLICATION BY EXECUTORS—PRACTICE.

Where a petitioner in divorce suit had died before the cause came on for hearing, the court refused to add her executors as petitioners to enable enforcement of certain orders for payment of alimony pendente lite and costs previously made against the respondent.

Motion on behalf of the executors of a deceased petitioner "to be added as petitioners" for the purpose of enforcing certain orders for the payment of alimony *pendente lite* and costs against the respondent. It appeared that the suit was for divorce, brought by a wife on the ground of the respondent's alleged cruelty and adultery. In the year 1905 the court had ordered payment of alimony *pendente lite* by the respondent, and also the payment of the taxed costs down to setting down and the costs of the hearing. These orders had not been complied with by the respondent, who had remained out of the jurisdiction. The cause was placed in the reserve list in February, 1906, but on the 2nd of March last the petitioner died and probate of her will had been granted to the present applicants. There was one child, and the petitioner's estate was being administered in Chancery. In support of the application the case of *Hawks v. Hawks and Fenwick* (24 W. R. 489, 1 P. D. 137) was cited. On behalf of the respondent it was submitted that the form of the application was unusual and irregular. [BARGRAVE DEANE, J.—It might be very inconvenient if a co-respondent's executors were liable to be joined as parties.] Moreover, the suit had abated, and the court had no jurisdiction, as the respondent was a domiciled German.

BARGRAVE DEANE, J., said that he could only deal with the motion as it stood—as a matter of pure practice. He could not allow the executors to be added as petitioners. Accordingly the motion would be dismissed with costs, but the executors would have leave to have the costs taxed, so as to be in a position to proceed in the ordinary way for their recovery.—COUNSEL, A. Neilson; Harvey Murphy. SOLICITORS, Ray & Flower-Ellis Bird & Eldridge.

[Reported by DIGBY COTES-FREEDY, Barrister-at-Law.]

BOGER v. BOGER AND HERVE. Bargrave Deane, J. 1st June.

DIVORCE—FOREIGN CO-RESPONDENT—NOTICE OF CHARGES—MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), s. 28.

The court will give leave to dispense with naming in the petition a foreign co-respondent, who is domiciled out of the jurisdiction, on being satisfied that notice of the charges alleged in the petition has been served upon him.

Motion for leave to dispense with making an alleged adulterer a co-respondent, to strike his name from the petition and to proceed without naming a co-respondent. From counsel's statement it appeared that Alnod John Boger had filed a petition for divorce against his wife Nathalie Caroline Boger, *née* Convé, on the ground of her alleged adultery with a man named Hervé on the 31st of January and the 5th of May last, and with men unknown. M. Hervé was a domiciled Frenchman and the alleged adultery was committed in France. The men unknown could not be traced. It was submitted that there was no object in citing M. Hervé, as the only effect would be to put the petitioner to unnecessary expense. The court had no jurisdiction over M. Hervé, who might appear under protest and compel the petitioner to fight an issue in which the latter was bound to fail and be liable to costs, or he might raise the question of jurisdiction at the trial, or, finally, he might ignore the citation altogether. Section 28 of the Matrimonial Causes Act, 1857, gave the court power to dispense with making an alleged adulterer a co-respondent "on special grounds." In the present case there was such a special circumstance when it was noted that M. Hervé was a foreigner domiciled out of the court's jurisdiction. The cases of *Grange v. Grange* and *Arendt* (1892, P. 245), and *Baker v. Baker and Dwyer* (52 SOLICITORS' JOURNAL, 413; 1908, P. 257) were referred to.

BARGRAVE DEANE, J., said the principle of the court was that if any man was accused of adultery he was entitled to come there and deny it. He would give leave to dispense with citing Mr. Hervé as a co-respondent on an affidavit being filed shewing that he had been served with a notice of the charges made against him in the suit.—COUNSEL, *Le Bas*. SOLICITORS, *Behrend & Rodger*.

[Reported by DIOBY COTES-FREEDY, BARRISTER-AT-LAW.]

Solicitors' Cases.

Solicitor Ordered to be Suspended for Twelve Months.

June 1.—CHARLES ERNEST IVON BROWN, 12, Great James-street, Bedford-row, W.C., and Church End, Finchley.

Societies.

General Council of the Bar.

ELECTION RESULT.

The following candidates have been declared duly elected as members of the General Council of the Bar: Messrs. E. Tindal Atkinson, K.C., W. F. K. Taylor, K.C., P. O. Lawrence, K.C., Hon. E. O. Macnaghten, K.C., W. English Harrison, K.C., John Scott Fox, K.C., Lord Robert Cecil, K.C., M.P., N. Micklem, K.C., M.P., T. G. Horridge, K.C., M.P., Montague Shearman, K.C., George Cave, K.C., M.P., R. B. D. Acland, K.C., George Borthwick, George Henderson, Boydell Houghton, J. Edward H. Benna, H. W. Disney, Frank Newbolt, J. A. Hawke, C. Douglas Pennant, E. Percival Clarke, W. H. Draper, Thos. Cuthbertson, and Geoffrey Lawrence.

The Law Society.

NOTICE.

The annual general meeting of the members of the society will be held in the Hall of the Society on Friday, the 10th of July next, at 2 p.m.

The following are the names of the members of the Council retiring by rotation, viz.:—Messrs. Attlee, Barker, Biechoff, Bristow, Dawes, Godden, Gribble, Marshall, Sir A. K. Rolit, and Mr. Wightman.

So far as is known, with the exception of Mr. Bristow, Mr. Godden and Mr. Gribble, they will be nominated for re-election.

There are three other vacancies, one caused by the death of Mr. F. P. Morrell, and the others by the resignation of Mr. H. W. Lee and of Mr. P. Witham.

By order, E. W. WILLIAMSON, Secretary.
Law Society, 2nd June, 1908.

United Law Clerks' Society.

The seventy-sixth anniversary festival of this society was held on the 27th ult. at the Hotel Cecil.

Mr. Justice PICKFORD presided, and among those present were Mr. R. G. Hemmerde, K.C., M.P., Mr. T. G. Horridge, K.C., M.P., Mr. H. F. Manisty, K.C., Mr. A. Grant, K.C., Mr. A. M. L. Langdon, K.C., Mr. J. Roskill, K.C., Mr. L. Sanderson, K.C., Mr. A. J. Walter, K.C., Mr. F. Low, K.C., Mr. G. A. Scott, Mr. J. S. Beale, Mr. R. H. Purves, Mr. E. F. Turner, and Mr. G. T. Drury.

The report stated that during the last year fifty-three new members were admitted to the society. The income, including £3,819 interest on the capital fund, and £3,622 members' contributions to the general benefit fund, shewed an increase over the previous year. The expenditure also

shewed an increase, superannuation, the most notable benefit members are entitled to, absorbing 78 per cent. of the invested capital, which now amounts to £118,000. The cost of administering the funds during 1907 was only £7 15s. 6d. per cent. of the income received.

In giving the toast of the evening, "Prosperity to the United Law Clerks' Society," Mr. Justice PICKFORD said the institution existed for the purpose of helping those law clerks who had become, perhaps, too old to perform their accustomed duties, or still worse, had ceased to be able to perform them through illness or by other misfortune. The life of a law clerk was a hard, though an interesting one, but it did not always give everybody the opportunity of providing for the eventualities of life. The society had reached a position of prosperity, but though it had many members, there ought to be many more; its objects were admirable and they were admirably carried out. The committee in their annual report expressed that view, and also pointed out that while the income had increased, the expenditure had also advanced. He trusted that their hope that the society would continue to receive generous support from members of the legal profession would be gratified.

Mr. HENRY SPRAY, the hon. treasurer of the society for the past twenty-five years, responded to the toast.

Law Association.

The ninety-first annual general court of the Law Association for the benefit of widows and families of solicitors in the metropolis and vicinity was held at the Law Society's Hall on the 28th May, Mr. CHARLES BURT, J.P., one of the vice-presidents, being in the chair. Among those present were Mr. T. H. Gardiner, Mr. P. W. Chandler, Mr. R. H. Peacock, Mr. J. E. W. Rider, Mr. Mark Waters and Mr. W. M. Woodhouse (directors), and several members, including Messrs. Theodore Bell, E. S. Courroux, G. M. Davey, F. W. Emery, H. Hunter, C. F. Leighton, J. P. R. Lyell, A. G. Smith, and E. E. Barron (secretary).

The directors' report and balance sheet for the year ending 20th May were submitted. After setting out the investments the report states the receipts of the association for the past year were as follows: dividends on investments £1,347 15s. 7d.; annual subscriptions £319 4s.; donations £21 2s. 6d., total £1,688 2s. 1d.; life subscriptions £52 10s. The expenses of the year amounted to £253 18s., leaving a balance of £1,486 14s. 1d., which, with £411 5s. 6d. balance from 1907, made an available income for the year of £1,897 19s. 7d. Out of this the directors had distributed £785 13s. 3d. amongst sixteen members' cases and £695 8s. 10d. amongst thirty-three non-members' cases, making the total relief granted £1,481 2s. 1d., and there remained a cash balance in hand of £416 17s. 6d. towards the expenditure of the current year. Since the formation of the association in 1817, the relief granted to members and their families has amounted to £79,035 19s. 11d., and to solicitors (non-members) and their families, £16,647 19s. 1d., making a grand total of £96,683 19s. With deep regret the directors have to report the deaths of the following members of the association: Sir Thomas Paine, for many years a trustee; Mr. Harry Curtis Nisbet, for many years a director, and upwards of fifty years a member; Mr. Frederick Foss, for some years a director; Messrs. Alfred Thomas Cox, George Edgar Frere, John Hales, William Arnold Hepburn, William Lucas Jones, Hugh Stirling, W. Lenn Walter, and James Anstey Wild. Thirty-one new members had joined the association during the past year, of whom five were life members.

Mr. WOODHOUSE, as chairman of the board of directors during the past financial year, moved the adoption of the report, calling attention to the continued increase in the membership and also to the increased claims on the association and assistance rendered during the past year. The motion having been seconded by Mr. MARK WATERS, the report and balance sheet were unanimously adopted.

The Lord Chief Justice was re-elected president, and the vice-presidents, board of directors, and other officers were re-appointed.

The Banquet to Viscount Wolverhampton.

VISCOUNT WOLVERHAMPTON, Chancellor of the Duchy of Lancaster, was entertained on Friday night in last week at a banquet at the Savoy Hotel. Sir George Chubb presided, and among those present were the Earl of Dartmouth, Lord Airedale, Lord Sandhurst, Sir Alfred Hickman, Sir Albert Rolit, and many members of Parliament.

After the usual loyal toasts, the toast of "Our Guest" was proposed by the chairman, the Earl of Dartmouth, and the Rev. J. S. Simon. Lord Dartmouth said the House of Lords would be the better, the wiser, and the more influential and useful for the presence of their guest, and none of Lord Wolverhampton's friends need fear that the atmosphere of the Upper Chamber would have any effect upon his political principles.

Viscount WOLVERHAMPTON, in reply, alluded to the fact that there was nothing whatever political in the proceedings. English political life, happily, was free from personal prejudices. There was no country in the world—he made no exception, not even in the case of our own Colonies—which had a parallel in its public life with what was to be found in our own Parliament, whether of the one House or the other. He had never concealed, as his friends knew, his party views. He had always held the opinion that party was an essential feature in the freedom and efficiency of our national institutions. Lord Beaconsfield, who possessed, among his many qualities, common sense in a superlative degree as applied to politics

once said that Parliamentary government meant party government, and that if the one was undeveloped the other was in great danger. He thought it was a great mistake to undervalue party politics, or not to bear in mind that if they do not have party government they would have group government, which was a much greater danger, which was far more unchecked, and which was certainly a great deal more immoderate. Where they had a group system, as they saw it developed elsewhere, they had power put into irresponsible hands. In party government they had a combination of men of various talents and views, but all agreeing upon certain main principles to which they attached supreme importance; those men could never free themselves from the responsibilities of their political actions and conduct. No such feeling existed with reference to, or was predominant in, what he was calling groups, which were run by either one or two individuals, or by combinations of parties, and which in no circumstances could be expected to coalesce or to form a united and powerful instrument for the preservation of the State. He very much disliked on either side the claiming of a monopoly of patriotism or a monopoly of political sagacity. They could differ as to policy, administration, or legislation, every man holding his own opinions and defending those opinions, and doing his utmost to secure their adoption as a permanent influence in the State. Among the criticisms to which he had been subjected he met with one the other day about which he was not quite certain whether it was intended as censure or compliment. He was described in it as combining Liberal principles with Conservative instincts, and he chose to accept that as a compliment. He regarded the presence there of political friends and opponents as a proof that his commercial and local duties in the borough in which he lived and which he so long represented he had discharged irrespective of party feeling, and he received that recognition with the greatest gratitude. He would, however, say no more about politics. If he lived until the month of October of this year he would celebrate his golden wedding with the municipal government and institutions of Wolverhampton. Fifty years ago he was elected a member of the Town Council of Wolverhampton, and the development and growing success of Wolverhampton's institutions had always kindled in him the deepest interest. He had watched them with a care and with an interest which he believed even those in Wolverhampton were unaware of. His desire and hope was that he had received—and he thought he had received—the approval of the town in permanently recording his association with it in the name which he submitted to his Majesty in connection with his title. He thanked them from the bottom of his heart for the honour they had done him that evening, which he should never forget and which they, he trusted, would never regret.

Conveyancing in Old Days at Newcastle-upon-Tyne.

MR. RICHARD WELFORD, of Newcastle-upon-Tyne, contributes an interesting paper on this subject to *Notes and Queries*. He says: In ancient deeds relating to property in Newcastle-upon-Tyne appear occasionally a couple of clauses which, as therein expressed, I have not met with elsewhere. One illustrates the local custom of taking declarations made by married women; the other exemplifies the use of an official seal to confirm or strengthen the seals of the parties. An example of the first-named custom occurs in a deed dated 1336:

"And I Mariot, being neither driven by force nor by fear of the aforesaid Robert my husband, but led by my own free will, have appeared in full court, in the town of Newcastle aforesaid, and there, within the four benches of the court, holding the holy Gospels of God, I have sworn before the Mayor and bailiffs of the town that whatsoever may happen in the future regarding my aforesaid husband Robert, this deed I will never contradict, nor in anywise presume to make void, but I will and concede, for me and my heirs, that from all law and actions touching the aforesaid . . . we are by this deed for evermore excluded."

Again, in a deed dated 1688:

"And the said Barbara Robson, not any way forced or compelled by her said husband Thomas Robson, but of her own free will and accord, hath come into the Guildhall of the said town of Newcastle-upon-Tyne, and personally appeared in full and open court there, within the four benches of the same, before Sir Wm. Creagh, Knight, Mayor, Samuel Gill, Esq., Sheriff, and Alderman of the same town, and divers other honest men then and there present, and according to the custom of the said town, being alone examined and sworn upon the holy Gospels of God, hath sworn that whatsoever hereafter shall become of her said husband Thomas Robson, this her act and deed she will never contradict nor labour to make void; but the same against her and her heirs shall stand firm and stable, and she desires that this her act and deed may be enrolled."

The use of the mayoralty seal, i.e. the seal of the mayor as judge in his Court of Record (not the corporate seal) is illustrated by the following clause at the end of a deed dated 1580. The vendors are a man and his wife; the wife has been to the Guildhall, and "within the four benches of the court, as the custom is, upon the holy Gospels of God, hath sworn," &c., as before.

"In witness whereof to this present writing our seals we have affixed. And because our seals by many persons are unknown, the seal therefore of the mayoralty of the town we have procured to be affixed. Given this 16th day of November in the reign of Elizabeth, &c., the 22nd, Anno Domini 1580."

Then follow the seals and signatures of the vendors, and between them the seal of the mayoralty, inscribed "S. Maioratus Ville Novicæ sup. Tinam Ad Causas," with the signature of the mayor, "Richard Hodshon."

Obituary.

Mr. Joseph Knight.

We regret to record the death, at the age of eighty years, of Mr. Joseph Knight, the senior partner in the firm of Messrs. Knight & Sons, solicitors, of Newcastle-under-Lyme, and one of the best known solicitors in Staffordshire. Mr. Knight was a remarkable man in many ways—his ability and versatility of intellect were uncommon, and when to these there was added a character conspicuous for kindness and generosity, it is not wonderful that he obtained, and retained for over half-a-century, the profound respect of every class of people in his district. He was the son of Alderman John Hall, J.P., of Tamworth, but took the name of Knight, at the wish of his grandfather on the maternal side. He was admitted in 1849, and at first practised at Newcastle-under-Lyme in partnership with Mr. Thomas Udall and Mr. Francis Stanier, the firm being Messrs. Stanier, Knight, & Udall. A few years later Mr. Stanier withdrew, and the firm became Messrs. Knight & Udall, and in 1865 Mr. Thomas Udall retired, and the business was thenceforth for some time carried on by Mr. Joseph Knight himself, until in 1886 he took into partnership his son, Mr. J. Guy Knight, and the firm became Messrs. Knight & Son, and in 1894 his other son, Mr. John H. Knight, was taken into partnership, and the firm became Messrs. Knight & Sons, and has so continued up to the present time. Mr. Knight was, says a local journal, a fine example of the family lawyer. The estates of many county families were placed in his hands with the greatest confidence. He was also clerk to the county justices and to the old Newcastle Junction Canal Co., and was clerk up to the time of his death to the Newcastle Canal Co. He was also solicitor to the Staffordshire Potteries Waterworks Co. for thirty-five years, and in that capacity obtained a number of the company's Acts of Parliament. He was also borough coroner for Newcastle, and clerk to the Newcastle Rural District Council from its formation in 1888, and retired in 1901, when he was succeeded by his son. On his retirement from the office of clerk to the justices, he was presented by the county justices of Pirehill North with a silver tray and dessert set in recognition of his fifty years' service as their clerk. The ceremony took place in the Town Hall, Newcastle, in the presence of a very large number of county and borough magistrates and ladies. Mr. Knight had a high reputation as a mining lawyer, and had a marvellous acquaintance with the coal seams of North Staffordshire. He was secretary for many years to the Colliery and Iron Masters' Association, which was dissolved in 1894, when it was succeeded by the Colliery Owners' Association, of which his son, Mr. John K. Knight, was appointed secretary, a position he still holds. Mr. Knight took the keenest interest in the volunteer movement from its inception, and was one of the principal promoters of a volunteer company at Newcastle-under-Lyme, of which he was the first captain. He rose to the position of lieutenant-colonel, and was made honorary colonel of the battalion, a rank which he held up to his death. The death of Mr. Knight, says the journal above referred to, will create a sense of loss throughout the county, where he was so well known among the leading men of Staffordshire. He had practised as a solicitor in Newcastle since 1849; he was acting clerk to the county justices of Pirehill North for nearly sixty years; he was borough coroner for fifty-eight years; he was clerk to the Newcastle guardians for forty-three years; he was a volunteer officer in North Staffordshire from 1860, and he was clerk or solicitor to various trusts and many county families and companies, and was associated with a number of public institutions. Surely this is a good record of life work.

Legal News.

Appointment.

MR. J. H. W. PILCHER has been appointed Counsel for the Crown in all cases under the Legitimacy Declaration Act, 1869, in succession to Mr. Graham Campbell, who has been appointed one of the Treasury Counsel at the Central Criminal Court.

Information Required.

Captain CHARLES ERNEST VICKERS, R.E., deceased.—Any one having in his possession a Will of the late Captain Charles Ernest Vickers, R.E., of the War Office, Whitehall, S.W., and of 41, Oakley-street, Chelsea, S.W., who died on the 6th February last, or able to give any information as to the existence of any Will made by him, is requested to communicate with Mr. J. Clement Brown, solicitor, of 376 and 377, Strand, London, W.C.

Changes in Partnerships.

Dissolutions.

HENRY POTTER and ERNEST CRUNDWELL, solicitors (Potter & Crundwell), Farnham and Guildford. Dec. 31. The said Ernest Crundwell and Frederick Charles Potter, will henceforth carry on the said practice at Farnham and Guildford, under the style or firm of Potter & Crundwell. [Gazette, June 2.]

General.

The Treasurer (Mr. Duke, K.C.) and the Benchers of Gray's-inn will give a ball to the members of that society in Gray's-inn Hall on Friday, the 10th of July next.

Professor Holland, K.C., has been elected a corresponding member of the "Reale Accademia delle Scienze dell'Istituto" of Bologna, as also an honorary member of the "Reale Accademia di Scienze Lettere ed Arti" of Padua.

There are now, says the *Times* of Wednesday last, nine applications and three final appeals for hearing before the Court of Criminal Appeal. Of this number nine are appeals from Mr. Justice Ridley, one is from Mr. Justice Channell, while in the two remaining applications the name of the Judge is not given.

The last "lot" at a property sale at Chertsey was, says the *Evening Standard*, a freehold pew in the parish church, described in the particulars as "No. 1 in the south gallery; land tax 1s. 10d." The auctioneer observed that he could hardly understand how there could be "land" tax in the gallery, and he also pointed out that until recent years, owing to an old Act of Parliament, the owner of the pew was entitled to a parliamentary vote. There were no bids for the pew.

At the Banbury County Court a few days ago, Judge Snagge, before hearing a claim for £75 damages, said that recent Acts of Parliament had doubled his work. It was shameful that he had to do the work of the High Court. He did not like to say what was passing through his mind, but County Court Judges were very hardly used. A whole circuit had been cut out of the Midlands, and the work had been distributed among the adjoining Judges. There seemed to be no consideration for County Court Judges.

A committee has been formed with the object of entertaining Mr. H. H. Asquith, K.C., M.P., to dinner in celebration of his appointment to the office of Prime Minister. Mr. Asquith has accepted the invitation of the committee to dine on the 10th of July, 1908, at the Inner Temple Hall, and applications for tickets, by letter only, and accompanied by remittance of 25s., should be addressed by members of the Bar wishing to attend to Howard d'Egville, Esq., at 2, Dr. Johnson's Buildings, Temple, E.C. As the accommodation is necessarily limited, applications for tickets should be sent in as early as possible, but not later than the 25th of June.

The question of property in letters, say the *Paris* correspondent of the *Times*, is no more satisfactorily solved by existing French law than it is in

England. An interesting case began on the 25th ult., at the Seine Civil Court, which may help partially to clear up the matter. Mme. Hémon, the heir and legal representative of Méricmé, has brought an action against M. Félix Chambon, the librarian of the Sorbonne, for having published, without her authorisation, a volume entitled "Notes sur Prosper Mérimée," containing hitherto unpublished letters. She claims 5,000*fr.* (£200) damages. Her counsel, Maître Masse, discussed before the Court the question of property in letters. When a letter is confidential, he said, it cannot be published save with the twofold consent of the writer and the person to whom it is addressed. But if it is not confidential, the latter party owns merely the autograph. He can destroy it, but not publish it. That is theoretically the law, but it has not always been recognised with that precision by the Courts. Thus recently Mme. Leconte de Lisle was allowed to suppress a volume of her husband's letters published without her permission, while another Court permitted the Abbé Pereyve, the legatée of Lacordaire, to publish that eminent Dominican's letters as being honourable for his memory. M. Chambon's standpoint is that Méricmé had abandoned the literary property in his letters.

The Select Committee of the House of Commons which is considering the question of imprisonment for debt, held another sitting on the 27th ult., Mr. Pickersgill, M.P., in the chair. Among the witnesses examined was Judge Parry, of Manchester and Salford County Court, who said that his experience was that of several other judges, that the present system of imprisonment for debt was injurious to the poorer class of citizens. It encouraged the giving of reckless credit to the very poor. There were three possible alternatives—(1) the abolition of imprisonment; (2) the abolition of imprisonment in all cases where credit should not have been given; and (3) the limitation of the present system to cases where means were proved to the extent of £2 or £5. In theory he was in favour of abolition. He believed that the feeling against abolition expressed before the Select Committee of 1893 still existed. The second alternative was founded on the suggestion of Lord Bramwell, that the law should not trouble itself to collect debts which should not have been incurred. The third alternative, though not strictly logical, had, as a business proposal, many virtues. He did not think that in 90 per cent. of the judgment summonses which came before him the plaintiff could prove means of £2. An important consideration in any alteration of imprisonment for debt was the protection of the home of the working man from execution. Just as he would prevent a working man from mortgaging his labour, so he would prevent him from mortgaging his home, and he would make household goods to the extent of £20 exempt from execution.

Court Papers.

Circuits of the Judges.

The following Judges will remain in town: The LORD CHIEF JUSTICE OF ENGLAND and SUTTON, J., during the whole of the Circuits; the other Judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1908.	N. EASTERN.	WESTERN.	OXFORD.	MIDLAND.	N. WALES, CHESTER, AND GLAMORGAN.	S. WALES AND CHESTER.	NORTHERN.	S. EASTERN.
Commission Days.	Grantham, J. (1) Bigham, J. (2)	Lawrence, J. (1) Phillimore, J. (2)	Ridley, J. (2) A. T. Lawrence, J. (1)	Darling, J. (2) Bray, J. (1)	Channell, J.	Lord Coleridge, J.	Bucknill, J. (1) Pickford, J. (2)	Walton, J. (1) Jelf, J. (2)
Tuesday, May 19	Newtown	.....	.....	.....
Thursday 21	Dolgelly	.....	.....	.....
Saturday 23	Caernarvon	.....	.....	.....
Monday 25	Winchester 2	.....	.....	.....	Haverfordwest	.....	Huntingdon
Wednesday 27	Beaumaris	.....	.....	Cambridge
Friday 29	Lampeter	.....	Fri., May 29
Saturday 30	Carmarthen	.....	B. St. Edmunds
Monday, June 1	Salisbury	.....	.....	Ruthin	.....	.....	Tues., June 2
Wednesday 3	Reading	Aylesbury	Mold	.....	.....	.....
Thursday 4	Dorchester	.....	.....	.....	Brecon	.....	Norwich
Friday 5	Bedford	.....	.....	.....	Tues., June 9
Saturday 6	Wells	Oxford	.....	.....	.....	.....	.....
Tuesday 9
Wednesday 10
Thursday 11	Worcester	.....	.....	.....	.....	.....
Saturday 13
Monday 15	Bodmin	.....	.....	.....	.....	.....	.....
Thursday 14	Gloucester	.....	.....	.....	.....	.....
Friday 15
Saturday 16	Exeter 2	.....	.....	.....	.....	.....	.....
Monday 18
Wednesday 20
Thursday 21
Saturday 23
Monday 24	Durham 2	.....	.....	.....	.....	.....	.....
Wednesday 26
Thursday 27
Friday 28	Bristol 2	.....	.....	.....	.....	.....	.....
Saturday 29
Monday, July 1
Wednesday 3
Thursday 4
Friday 5
Saturday 6
Monday 8
Wednesday 10
Thursday 11
Saturday 13
Monday 15
Wednesday 17
Thursday 18
Saturday 20
Monday 22
Wednesday 24
Thursday 25
Saturday 27
Monday 29
Wednesday 31
Friday 2
Saturday 3
Monday 5
Wednesday 7
Thursday 8
Saturday 10
Monday 12
Wednesday 14
Thursday 15
Saturday 17
Monday 19
Wednesday 21
Thursday 22
Saturday 24
Monday 26
Wednesday 28
Thursday 29
Saturday 31

* These dates are subject to alteration.

Winding-up Notices.

London Gazette.—FRIDAY, May 27.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

A" SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 27, to send their names and addresses, and particulars of their debts or claims, to Sidney J. Field, 17, Shaftesbury av, liquidator

CLITTERS UNITED MINES, LIMITED—Creditors are required, on or before June 27, to send their names and addresses, and particulars of their debts or claims, to Athelstan Danglefield, 56, Cannon st, liquidator

DUBRAS COLLIERIES CO., LIMITED—Creditors are required, on or before July 11, to send their names and addresses, and the particulars of their debts or claims, to John Annan, 21, Ironmonger ln, liquidator

FRANK WATERHOUSE, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before June 9, to send their names and addresses, and the particulars of their debts or claims, to William McEwen, 16, St Helen's pl, liquidator

HART SECONDARY BATTERY SYNDICATE, LIMITED—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to John Hart, Pontoon, 38, Wallwood rd, Leytonstone, liquidator

LONDON JOINT STOCK LOAN DISCOUNT AND INVESTMENT CO., LIMITED—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to James Harry Baker, 18, Wilton rd, Pimlico. Douglas & Co, New ct, Lincoln's inn, solors for liquidator

SIBERIAN EXPLORATION SYNDICATE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before June 27, to send their names and addresses, and the particulars of their debts or claims, to Edward O. Landorale, 85, London Wall, liquidator

WILLINGSWORTH IRON CO., LIMITED—Peta for winding up, presented May 25, directed to be heard before Wivinen Eady, J, on June 17. Court, Liverpool, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18. The London address for services is at the office of Messrs Court & Sparrow, 9, Laurence Pountney hill

WYNN CHILLI CO., LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and the particulars of their debts or claims, to James Aspin Heaton, 18 and 19, Ironmonger ln, liquidator

London Gazette.—TUESDAY, JUNE 2.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

A BLACK & CO, LIMITED—Petu for winding up, presented May 25, directed to be heard at Kingston upon Hull, June 19. North & Sons, Leeds, solers for petitors. Notices of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 18

ABOMPER SYNDICATE, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Hawke, 210, Capel House, New Broad st. Allen & Co, Eastcheap, solers for liquidator

ASIANKA HYDRAULICKING AND MIXING CORPORATION, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Hawke, 210, Capel House, New Broad st. Allen & Co, Eastcheap, solers for liquidator

CLIFFOLD PARK HIGH SCHOOL FOR GIRLS, LIMITED—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Walter Henry Key, 391, Seven Sisters Rd, Finsbury Park. James & Co, Coleman st, solers for liquidator

KLEIN ENGINEERING CO, LIMITED—Creditors are required, on or before July 13, to send in their names and addresses, and the particulars of their debts or claims, to Andrew Archer Gillies, 46, Brown st, Manchester, liquidator

NEWCASTLE STEEL, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Hawke, 210, Capel House, New Broad st. Allen & Co, Eastcheap, solers for liquidator

PREMIER DEVELOPMENT CORPORATION OF MEXICO, LIMITED—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 65, London wall, liquidator

SALFORD DYING AND FINISHING CO, LIMITED, MANCHESTER—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to William Herbert Rock, 23, Lord st, Liverpool, liquidator

THE BRISTOL TRADING COMPANY, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Albert Henry Hawke, 210, Capel House, New Broad st. Allen & Co, Eastcheap, solers for liquidator

The Property Mart.

Sales of the Ensuing Week.

June 10.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2: Freehold Residences (see advertisement, front page, May 30).
 June 10.—Messrs. D. BURNETT, SON, & BADDELEY, at the Mart, at 2: Freehold Farms and Building Land (see advertisement, page iv, May 30).
 June 10.—Messrs. D. BURNETT, SON, & BADDELEY, at the Mart, at 2: Freehold Properties and Premises (see advertisement, page v, May 30).
 June 12.—Messrs. ELLIS & SON, at the Mart, at 2: Freehold Property (see advertisement, page v, May 30).
 June 13.—Messrs. TROLLOPE, at the Mart, at 2: Mansion (see advertisement, page v, May 30).

Result of Sale.

Messrs. H. E. FOSTER & CRAWFIELD held their usual Fortnightly Sale (No. 869) of the above-named interests at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices named, the total amount realised being £4,440:—

ABSOLUTE REVERSIONS:

To £9,762 11s....							Sold	£4,000
To £500..								300
REVERSION to £633 6s.					N.B.			140

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—**TUESDAY, May 5.**
BARRANCE, CHARLES, Brighton, Costumier June 5 Barrance v Ellis, Warrington and
Parker, JJ Cripps & Co, Tunbridge Wells
APPELWARD, MARY JANE, Gateshead May 30 Craven v Stubbins, Eve, J Arnison & Co,
Peworth

London Gazette.—**TUESDAY, May 12.**
LOWMEDES, HUGH, Bodwyn, Gresford, Denbigh June 11 Tyrer and Macle v Kennedy,
Linsaker, and Glover, Registrar, Liverpool District Tyrer, Liverpool
WALKEDEN, THOMAS, Birksdale, Lancs, Brewer June 13 Lancashire and Yorkshire Bank,
Limited v Walkeden, Registrar, Liverpool District Jones, Southport

London Gazette.—FRIDAY, May 15.

MASSEY-MAINWARING, ISABELLA ANNE, Grosvenor pl June 13 Blair v Mainwaring and Others, Warrington, J Preston, Old Broad st
WEBSTER, CHARLES, Waltham Abbey, Essex, Farmer June 18 Isaacson and Others v Webster and Others, Joyce, J Wilkins, Broad st av, Blomfield st

London Gazette.—FRIDAY, May 29

ANDREW JOHN FREDERICK, Oldham June 29 Partington v Downs and Watson, Registrar,
Manchester District Fort, Oldham

London Gazette.—TUESDAY, JUNE 2.

HUTTON, THOMAS, Melksham, Wilts, Dealer July 11 **Arthur and Another v Hutton and Others, Joyce, J Smith, Melksham**

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 22.

BAKER, WILLIAM, Bush, Cornwall July 1 Gurney & Craven, Bude
BLOUNT, ARCHIBALD HENRY, Fociddilly June 24 Lamb & Co, Hereford
BRADLEY, JAMES, Harnstead, Staffs June 3 Hooper & Fairbairn, Dudley
BRANWOOD, MARIA HARRIET, Boscombe, Bournemouth June 24 Yeatman, Bournemouth
BROUGHTON, JAMES ANTHONY, Carlisle, Solicitor June 23 Mounsey & Co, Carlisle
BRYANT, WILLIAM, Warrley, Glos June 24 Tuckett, Bristol
CLEMENTS, ANNIE, Barton July 1 Tatton & Co, Kensington High st
COATES, THOMAS VERNHAM, Ely, Tax Collector June 18 Bartlett & Large, Cannon st
DALY, ANNA MARIA, Milet av, Harlesden June 30 Vincent & Vincent, Budge row
DUNE, WILLIAM, Victoria Park rd, Draper July 1 Pritchard & Co, Little Trinity la
DYER, EDWARD, Chichester, Sussex, St John's hill, New Wandsworth June 24
Trevadion & Co, Bournemouth
EARP, WILLIAM HARRY, Littlemore, Oxford, Timber Merchant June 30 Walsh & Co,
Carfax, Oxford
FLINT, ROBERT, Higham's Park, Walthamstow July 6 Houghton & Son, Finsbury
pavement
FLINT, MARIA, Higham's Park, Walthamstow July 6 Houghton & Son, Finsbury
pavement
FOX, THOMAS, Amhurst park, Stamford Hill June 30 Mowson, Lincoln's inn fields
GILLET, FARMINGTON, Newcastle upon Tyne, Clothier June 19 W J S & J A B Scott,
Newcastle upon Tyne
HALL, ROBERT, Halifax, Draper July 1 Jubb & Co, Halifax
HENRY, HENRI CHARLES JOSEPH, Lingfield, Surrey June 24 Freer & Co, Lincoln's inn
fields
HERBERT, WILLIAM, Leicester July 1 Freer & Co, Leicester
HERN, MARY ANN DE LOS, Clevedon, Somerset June 27 Witham & Co, Gray's inn sq
HOPKINS, CHARLES, Harold rd, Leytonstone, Essex, Commercial Traveller July 6
Ladefar & Co, Cannon st
INGHAM, ANN, Acocking July 1 Broughton & Broughton, Acocking
IREDALE, LESTER, GUY WATSON, Sinclair gdns, Kensington June 24 Twiley & Co, Bush in
JAMES, MANTHA ELIZABETH, Brighton June 30 Hardwick & Blaber, Brighton
KILLET, JAMES, Farinworth, Lancs, General Dealer June 27 Finney & Co, Bolton
KING, RICHARD, Heighington, Lincs, Grocer June 16 Danby & Epton, Lincoln
KUHNING, LOUIS, Palace gate, Kensington June 18 Tucker & Co, New st, Lincoln's inn
LANG, ROBERT, Maldon, Essex June 24 Sutton & Co, Gt Winchester st
LASHMAR, WILLIAM, Tunbridge Wells July 10 Andrew & Cheale, Tunbridge Wells
LAYMAN, THOMAS, Beckenham June 24 Freeman & Son, George st, Haverqv sq
LEACH, CHARLES DENTON, Sen, Bury St Edmunds June 27 Partridge & Wilson, Bury
St Edmunds
LONGHURST, JANE, Brockley, Kent June 24 Hatten, Gravesend
LOWTHER, CAPT FRANCIS WILLIAM, RN, Upper Brook st, Grosvenor sq July 1 Ellis &
Ellis, Delabay st, Westminster
LYNAS, WILLIAM, Middlesbrough June 30 Cohen, Stockton on Tees
MACKBETH, ELIZABETH, Cockerham, Lancs June 10 Saul, Lancaster
MILLER, MARY ANN, Bath June 27 Jones, Ludgate hill & Co
NANGLE, ANNE CAROLINE CATHERINE, George st, Portman sq June 27 Witham & Co,
Gray's inn sq
NODDLE, JOHN BENJAMIN, Bradford, Broker July 1 Wade & Co, Bradford
ORSHAM, SURANAH, Fociddilly June 19 Gribble & Co, Bedford row
PAYSON, JAMES, Tipton, Avon rd, South Shields June 30 Cohen, Stockton on Tees
PERRY, THOMAS ALOYSIUS, Beck, near Dasset, Banbury June 27 Witham & Co, Gray's inn sq
PHILL, EDWIN, Tipton, Surgeon June 1 Hayward & Wilkins, Wolverhampton
RASTRECK, WILLIAM HENRY, Shanklin, 1 of W June 24 Robinson, Southsea
READ, ANN, Northfield, Worcester June 23 Westwood, Birmingham
SHEPARD, JANE LARGO, Paignton June 29 Kirby & Co, The Sanctuary, Westminster
SIMS, MARY ANN, Wincanton, Somerset June 24 Cash, Wincanton
SMITH, AMBROSE HUBB, Clifton, Bristol, Sanitary Engineer July 8 Pitt & Son, Bristol
STURDY, JOHN HENRY, Moss Side, Manchester June 20 Stead, Manchester
STUCKLEY, RICHARD HENRY, Bedford July 1 Wade & Co, Bedford
THOMPSON, ELIZABETH, Morcombe June 18 Fawcett & Unsworth, Morcombe
TREVELYAN, FRANCES, Eaton pl June 27 Witham & Co, Gray's inn sq
TREDGROFF, GEORGE, Halsey st June 27 Witham & Co, Gray's inn sq
TRIST, REV JEREMIAH, Plymouth June 20 Kerby, Truro, Cornwall
TUBBUTT, REV JOHN LAUNCELOT, Midgham Vicarage, nr Reading June 15 Howard & Co,
Colchester
WAINWRIGHT, ERNEST HENRY, Amerham, Bucks, Schoolmaster June 24 Banks & Co,
Heywood, nr Manchester
WALTON, ESTHER ELIZABETH, Thurlough rd, Wandsworth Common June 30 Mead &
Some, Jermyn st, St. James
WILLERS, THOMAS, Chelmsford, Organ Builder June 30 Gray, Chelmsford
WILLIAMS, WILLIAM CECIL, Colchester June 19 Lyell & Betenson, Gray's inn
London Gazette.—THURSDAY, May 28.
ALSO, ANTHONY MCLEAF, Darley Dale, Derby, Barrmaster Sept 29 Mee & Co, Retford
BRUNOTON, ROY THOMAS GEORGE, Loxington June 30 Blake & Co, Sergeants' inn
CLAUD, MARY, Cheltenham July 10 Billings, Cheltenham
CLINCH, JAMES, Gravesend July 10 Tolhurst & Co, Gravesend
COLLYER, SIR AUGUSTUS, KCMG, KCSI, CIE, Wickham Market, Suffolk June 30
Gadsden & Pennefather, Bedford row
COOKE, GEORGE, King's Cross, Halifax June 24 Godfrey & Co, Halifax
DENHAM, JOSIAH DUNSTONVILLE, Obedleston rd, Upper Clapton, Wine Merchant
July 8 Lamb & Co, Ironmonger ln
FEEK, SARAH ANN, Gt Yarmouth June 24 Wiltshire & Co, Gt Yarmouth
GATFIFT, MARIE JOSEPHINE, Joinville le Pont, Seine June 30 Blake & Co, Sergeants' inn
GILBERT, RICHARD HOLLANDS, Idon, Sussex, Farn Ballif June 9 Dawes, Re, Sussex
GITTINS, JAMES HANMER, Victoria st, Agent July 1 Pointon & Evershed, Birmingham
HARVEY, JOHN LARGO, Dudley, Haberdasher June 19 Jobson & Marshall, Dudley
HAWKINS, FRANCES, Tottenham, Old sq, Lincoln's inn, Barrister at Law June 27 Beach-
croft & Co, Theobald's
HOBNEY, JOHN CHARLES, Trickenham July 31 Garrett, Gt James st, Bedford row
HORWOOD, THOMAS, Bledlow, Bucks, Farmer June 29 Wood, High Wycombe
HOY, SIR JAMES, Manchester June 30 Addleshaw & Co, Manchester
HOLME, ELLER, Salford June 29 Bech, Manchester
JOSE, ANN MERCHANT, Helston, Cornwall June 13 Thomas, Helston
LEYCESTER, MINNA EDITH ELIZABETH, Cheryne walk, Chelsea June 24 Peake &
Bedford row
MARSHALL, WILLIAM, Halifax, Draper June 24 Godfrey & Co, Halifax
MATTHEW, ELIZABETH ANN YATES, Blackpool June 27 Waterhouse, Blackpool
MILLEN, EMMA SARAH, Walmer, Kent June 30 Brown & Brown, Deal
MITCHELL, WILLIAM, Pump ct, Temple, Barrister at Law July 1 Stow & Co, Lincoln's
inn fields
MORCKHAFT, HARRIET JULIA, Dover June 26 Mowll & Mowll, Dover

NEW, GEORGE WILLIAM, Totterdown, Bristol July 15 Meade-King & Sons, Bristol
 PAYTON, HUGH, Harborne, Staffs June 24 Wright, Birmingham
 PERKINS, CHARLES, Alderbrook rd, Belham Hill July 1 Wood, Wington, Somerset
 PILKINGTON, WILLIAM, Rickerstaffe, Lancs June 23 Brighouse & Co, Ormskirk
 PROWSE, JAMES, and EMMA PROWSE, Bath July 11 Simmons & Co, Bath
 REED, JOHN GOLDSWORTHY, Helston, Cornwall, Merchant June 10 Thomas, Helston
 RICHARDSON, WILLIAM FRANK, Brockenhurst July 8 French, Bournemouth
 RIDLEY, CHARLES, Clarendon rd, Crickwood June 15 Clifton, New st, Lincoln's Inn
 RHODES, JOHN, Bradford, or GARNBROUGH RHODES, Bradford June 24 Wright & Co., Bradford
 ROBERTS, ELIZA, Horsell, nr Woking June 24 Burchell & Co, Victoria st
 ROSE, JAMES CHARLES, Old Trafford, Manchester June 29 Preston & Smith, Manchester
 SEEDS, WILLIAM, Stafford June 6 Pickering & Pickering, Stafford
 SILVESTER, HENRY ROBERT, MD, South side, Clapham Common June 30 Tucker, Bath
 SMITH, ELIZABETH JUDD, Bush Hill Park, Enfield June 30 Leslie & Hardy, Bedford row
 SPRAY, WILLIAM BURTON, 8 Infield, Sussex July 1 Sheppard & Son, Battle, Sussex
 STANTON, ARTHUR GWYER, Landale, Chulds Hill, Tea Broker July 1 Lowndes & Son, George st, Mansion House
 STREET, JOSEPH EDWARD, Caterham, Surrey, Underwriter June 30 Waltons & Co, Londonhall st
 TAYLOR, CHARLES, Horton Manor, nr Slough July 23 Blyth & Co, Gresham House, Old Broad st
 TILDELEY, JOHN, Atherton, Lancs, Joiner June 15 Hayward, Leigh
 TUCKER, RICHARD, Hillerston av, Bares July 2 Morgan & Co, Holborn viaduct
 VAN-DEB-MEULEN, ANNA, Chard, Somerset June 25 Grbble & Co, Bedford row
 WALDEN, WILLIAM HENRY, Maves rd, Wood Green, Architect's Clerk of Works June 5 Theobald's, Duke st, Adelphi
 WALTON, KATHERINE ELIZABETH, Thurlough rd, Wandsworth Common June 30 Mead & Sons, Jermyn st, St James's
 WHEELER, WILLIAM JAMES, Elmhurst st, Clapham July 3 Robinson, 61 Marlborough st
 WIGGINS, CAROLINE, Moulton, Northampton June 22 J & C Mackham, Northampton
 WIGMAN, HARRIET, Much Hadham, Herts June 30 Ricer & Co, New sq, Lincoln's Inn
 WILBRAHAM, ELLEN, Langcliffe, Dean Park, Bournemouth June 30 Croxson & Co, Theobald's rd, Gray's Inn
 WOOD, MARY ELIZABETH, Sheffield July 14 Irons, Sheffield
 WOODS, WILLIAM, Chichester, Minister June 23 Nye & Clewer, Brighton

London Gazette.—FRIDAY, May 29.

ATTENBOROUGH, JOHN, Nottingham, Builder June 27 Travell, Nottingham
 BASHAM, ELIZABETH ANN, Wellington rd, St John's Wood June 24 Knapp-Fisher & Sons, Buckingham gate, Westminster
 BENTLEY, WILLIAM, North Rd, July 10 R. & F. Kidd, North Shields
 BINGHAM, JAMES, Hilleborough, Sheffield July 10 Fernell, Sheffield
 BOSWORTH, WILLIAM, Wisbech, Cambridge, Innkeeper July 1 Welchman & Dewing, Wisbech
 BOURKE, PAGET JOHN, St Edmund's ter, Regent's pk June 30 Lee & Co, The Sanctuary, Westminster
 BROOMFIELD, LEVI, Hounddown, Eling, Southampton, Licensed Victualler July 11 Coxwell & Pope, Southampton
 CANNON, MICHAEL, Kingston upon Hull June 26 Pearman, Kingston upon Hull
 CLAYTON, EMMA, Lincoln June 22 Hebb & Side, Lincoln
 CROSS, FRANK, Bristol July 4 Dickinson & Co, Weston super Mare
 DAVIDSON, WILLIAM MARSHALL, Elgin av, Maids Vale June 30 Duffield & Co, Broad st
 DAVIES, JANE WHITTY, Woodland Park, Colwyn Bay July 13 Hickin, Birmingham
 DAVIES, REBECCA ANN, Clarendon rd, Forest gate June 30 Carr & Co, 23, Rood ln, Fenchurch st
 DIBBS, WILLIAM JOHN, Brighton July 10 Loxley & Co, Cheapide

Bankruptcy Notices.

London Gazette.—FRIDAY, May 29.

RECEIVING ORDERS.

ANDREW, WILLIAM, Little Hulton, Lancs, Engineer's Clerk Bolton Pet May 26 Ord May 26
 ATKINSON, WILLIAM, Blackhill, Dunham, Building Inspector Newcastle on Tyne Pet May 27 Ord May 27
 BARTLETT, ELLIS ASHMEAD, St James's ct, Buckingham Gate High Court Pet May 23 Ord May 23
 BENTON, CHARLES RICHARD, Cambridge, Tailor Cambridge Pet May 20 Ord May 20
 BINGHAM, JOHN JAMES, Deal, Kent Confectioner Canterbury Pet May 15 Ord May 23
 BREWIS, THOMAS S, Kingston, Surrey, Coal Merchant Kingston Pet May 13 Ord May 26
 BROADHEAD, ALFRED, Huddersfield, Journeyman Cabinet Maker Leeds Pet May 25 Ord May 25
 BRYAN, GEORGE ARNOLD, Kewham, Nottingham Potable Buildings Manufacturer Nottingham Pet May 28 Ord May 28
 BUCKINGHAM, F R, Northcote av, Southall, Builder Windsor Pet April 4 Ord May 25
 CLARKE, LESLIE, Chalfont St Giles, Bucks, Insurance Broker Aylesbury Pet March 17 Ord May 11
 CLARK BROTHERS, Ramford rd, Forest Gate, Essex, Builders High Court Pet April 30 Ord May 26
 ECCLESFORD, JAMES, Badcliffe, Lancs Bolton Pet May 25 Ord May 25
 EVANS, ARTHUR, Pool Farm, Eaton Bishop, Hereford, Farmer Hereford Pet May 27 Ord May 27
 FAIRFAX, EYE, Bi borough Manor, nr York York Pet May 13 Ord May 27
 FLITTER, WILLIAM GEORGE, Mortimer Common, Berks, Baker Reading Pet May 23 Ord May 23
 GARRATT, FREDERICK HERBERT WILLIAM, Westcliff on Sea, Essex, Book Dealer Chelmsford Pet April 23 Ord May 25
 GIBSON, PERCY W, Aldershot, Grocer Guildford Pet May 8 Ord May 26
 GIBBS, ROBERT ARTHUR DENNIS, Lewisham, Insurance Agent Greenwich Pet May 1 Ord May 26
 GRAHAM, ERNEST, Deptford, Newspaper Proprietor Greenwich Pet March 14 Ord May 26
 GRIFFITHS, RICHARD, Pantygraigwen, Pontypridd, Glam, Collier Pontypridd Pet May 25 Ord May 25
 HART, EDWARD BURNELL, High Beech, Loughton, Pig Breeder Edmonton Pet May 2 Ord May 26
 HENLEY, EDWIN, Smallshaw, Ashton under Lyne, Lancs, Farmer Ashton under Lyne Pet May 25 Ord May 25
 JONES, JOHN MORRIS, Catford, Kent, Dairyman Greenwich Pet May 23 Ord May 23
 JOHN KERVICK & SONS, Blossom st, York, Builders York Pet May 9 Ord May 27
 KIBBY, JOHN WILLIAM, King's Heath, Stationer Birmingham Pet May 25 Ord May 27
 KITCHING, ERNEST, Kingston upon Hull, Plumber Kingston upon Hull Pet May 27 Ord May 27
 LORD, ALBERT, Higher Openshaw, Manchester, Electrical Engineer Manchester Pet May 30 Ord May 27

MARSHALL, CHARLES JOSEPH, Old Kent rd, Tobaccoist High Court Pet May 23 Ord May 27
 MARSHALL, G, Southsea, Hants, Draper Portsmouth Pet May 12 Ord May 26
 MASSEY, HARRIET, Brighton, Proprietress of Holiday Home Brighton Pet May 23 Ord May 23
 MEALE, SCOTT STANLEY, Colishall, Norfolk, Photographer Norwich Pet May 25 Ord May 25
 MOON, GEORGE, Cambridge, Draper Cambridge Pet May 12 Ord May 26
 MULLARD, JAMES, Llanfarnham, Mon, Farmer Newport, Mon Pet May 26 Ord May 26
 NIBLETT, THOMAS, Cumberland rd, Barking rd, Essex, Music Hall Manager High Court Pet May 25 Ord May 25
 NOWELL, BENJAMIN, Beeston Hill, Leeds, Greengrocer Leeds Pet May 27 Ord May 27
 ORCHARD, JOSEPH JAMES, Long Eaton Derby Pet May 25 Ord May 25
 PARSON, JOSEPH, Refrith, Cornwall, Farmer Truro Pet May 16 Ord May 27
 PEARCE, JOHN, Cheltenham, Coal Merchant Cheltenham Pet May 25 Ord May 25
 PERKINS, JOHN WILLIAM, Cieve, Grocer Crewe Pet May 25 Ord May 25
 POWELL, JOHN, West Cliff Whitstable, Kent Canterbury Pet May 8 Ord May 23
 PRIEST, ALFRED ERNEST, Norwich, Photographer Norwich Pet May 26 Ord May 26
 SMITH, EDWARD, Coventry, Motor Body Fitter Coventry Pet May 26 Ord May 26
 SMURTHWAITE, THOMAS, Newcastle on Tyne, Builder Newcastle on Tyne Pet May 13 Ord May 27
 THOMAS, JOSEPH WILLIAM, Leicester, Piano Dealer Leicester Pet April 9 Ord May 11
 TYLER, SAMUEL, Long Sutton, Lancs, Butcher King's Lyne Pet May 27 Ord May 27
 WALKER, GEORGE HERBERT, Milford, Derby, Greengrocer Derby Pet May 27 Ord May 27
 WARNER, CHARLES, Coventry, Warp Dresser Coventry Pet May 26 Ord May 26
 WIDDOWNSON, SAMUEL, Leicester, Baker Leicester Pet May 26 Ord May 26
 WILLIAMS, FRANK, St Stephen's in Branwell, Cornwall, Farmer Truro Pet May 27 Ord May 27
 WORTHINGTON, RONALD, Scarborough Scarborough Pet May 27 Ord May 27
 Amended notice substituted for that published in the London Gazette of May 15:
 THOMAS, THOMAS HENRY, Neston, Cheshire, Builder Birkenhead Pet April 25 Ord May 15
 Amended notice substituted for that published in the London Gazette of May 26:
 BROWN, THOMAS HENRY, and JOHN BOND, Birkdale, Lancs, Builders Liverpool Pet May 21 Ord May 21
 ORDER RESCINDING ORDER RESCINDING RECEIVING ORDER, AND DISMISSING PETITION.
 RUSSELL, HERBERT SAMUEL, Hatch End, Middlesex High Court Rec Ord March 11 Pet March 11 Rec and

DUNCAN, CAROLINE, Redhill, Surrey August 1 Morrisons & Nightingale, Redhill
 FLETCHER, ELIZA, Leamington Spa June 30 Wright & Co, Leamington
 FURNIVAL, MARY ANN, Bartherton, nr Nantwich, Chester July 1 Whittingham, Nantwich
 GARRIDE, ANN, Aspley, Huddersfield June 30 Ward & Hurst, Huddersfield
 GILES, ANN ELIZABETH, Lancaster gate July 1 Honey & Honey, Fenchurch st
 GILPIN, WILLIAM ROBERT, Teignmouth, Jeweller July 1 Gould, Exeter
 GORE, JOSEPH, Kirkby, Lancs, Farmer June 27 Hosking, Liverpool
 GOULDSMITH, HENRY JOHN, Eastbourne June 30 White, Eastbourne
 GRABOS, WILLIAM, Newport, Mon July 11 Graham, Hanover st
 GRIMSTER, CHARLES, Park Row, Bristol July 4 Dickinson & Co, Weston super Mare
 HEAD, HENRY, Hove, Sussex June 24 Transmar, Hove
 HIDDLETON, ROBERT, Chesterton, Cambridge June 24 Symonds, Cambridge
 HOTHAM, Right Hon. JOHN, Baron, Yorks July 25 O'Brien Taylor, Great St Helen's
 HOYLE, HENRY, Rochdale June 27 Jackson & Co, Rochdale
 HUTCHINSON, ELIZABETH ELLER, Scarborough July 7 Hick & Son, Scarborough
 JONES, THOMAS, Penycase, Ruabon, Denbigh, Postmaster July 1 James & James, Wrexham
 LAW, ALFRED NATHANIEL, Victoria st June 27 Hemley & Co, Old Burlington st
 LOLL, JOHN, Leigh, Lancs, Cabinet maker June 22 Hayward, Leigh
 LOVEBOY, WALTER, Marlow, Estate Agent June 10 Cripps & Shone, Marlow
 LOWRY, HUBERT LESLIE, Gosport, Hants July 8 Kingford, 1 & Co, Essex st, Strand
 LUFKIN, MARY, Liverpool June 29 Cockshut & Dunkerley, Preston
 MARBLEY, WILLIAM, Southampton, Joiner July 14 Stephens & Locke, Southampton
 MARSTON, HARRIETTE, Ludlow, Salop June 30 Weyman & Co, Ludlow, Salop
 MELLOR, MARY, Manchester July 10 Warburton, Manchester
 MORRIS, EMMA MARIA, Harrogate June 23 Arnott & Co, Newcastle upon Tyne
 MORTON, SARAH ANN, Macclesfield July 1 Pattinson, Macclesfield
 NOON, WILLIAM, Long Eaton, Derby, Butcher June 13 Wilson, Long Eaton, nr Nottingham
 OSBORNE, ALICE SMALL, Droxford, Hants July 13 Trapnell, Bristol
 PHILLIPS, SOPHIA, Bancroft rd, Mile End rd June 30 Rutland, Chancery ln
 PICKARD, THOMAS, Edgbaston, Birmingham July 7 Clarke & Co, Birmingham
 PITTMAN, MARY ANN, Leighton rd, Stratford June 27 Becker, Bedford row
 PETER, CHARLES, Saddleworth, Yorks, Schoolmaster June 7 Tanner, Oldham
 PROTHORP, CAROLINE, Frestwick, Ayr, N Britain June 30 Barker & Co, Bedford row
 REBERT, CHARLES, Lausanne, Switzerland July 1 Bischoff & Co, Great Winchester st
 SLATTERY, TUDOR JAMES, Long Acre, Coach builder June 30 Barker & Co, B-dford row
 SMITH, GEORGE GRAHAM, Malmesbury, Wilts July 1 Janson, & Co, College hill
 SMITH, MARY MONEY, Eastbourne July 1 Hores & Co, Lincoln's Inn Fields
 SOBI, SARAH GAGOS, Newcastle upon Tyne July 1 Arnott & Co, Newcastle upon Tyne
 ROBINSON, MARGARET, Jasper rd, Upper Norwood July 8 Collinson & Co, Bedford row
 ROBSON, ANN, Hendon, Sunderland June 30 Thorburn Nesbit, Sunderland
 ROLLARD, ALEXANDER TULLOCH, Eastbourne July 7 Colyer, Bristow & Co, Bedford row
 TAIT, HENRY GEORGE GREY, Norham on Tweed, Northumberland June 30 Weddell, Berwick upon Tweed
 TODD, FREDERICK, Oxford rd, Kilburn, Architect June 30 Routh & Co, Southampton st, Bloomsbury
 TUCKER, MADELINE, Walsingham mans, Fulham rd July 13 Pennington & Son, Lincoln's Inn fields
 WALMSLEY, SARAH ANN, Birkdale, Southport July 1 Parkinson & Co, Manchester
 WANG, JOHN THOMAS, Kingston upon Hull June 15 Jacobs & Dixon, Hull
 WELLS, GEORGE, Kendal, Westmorland, Furniture Dealer July 7 Thomson & Wilson, Kendal
 WHITEHEAD, BENJAMIN, Greenfield, Saddleworth, Yorks June 2 Tanner, Oldham
 WILDE, WILLIAM, Ashton under Lyne, Lancs June 15 Hurst & Hewitt, Ashton under Lyne

Dis April 14 Ord Rec Ord Rec Rec Ord, and Dis Pet May 14

FIRST MEETINGS.

ANDREW, WILLIAM, Little Hulton, Lancs, Engineer's Clerk June 16 at 3 19, Exchange st, Bolton
 ASHWORTH, ANDREW, Burnley, Furniture Broker June 6 at 10.45 Off Rec, 13, Winkley st, Preston
 BARTLETT, ELLIS ASHMEAD, St James's ct, Buckingham Gate June 10 at 11 Bankruptcy bldgs, Carey st
 BROWN, THOMAS HENRY and JOHN BOND, Birkdale, Lancs, Builders June 10 at 11 Off Rec, 35, Victoria st, Liverpool
 CHAMBERS, ROBERT BENJAMIN, Erdington, Warwick, Lamp Manufacturer June 11 at 11.30 191, Corporation st, Birmingham
 CLARK BROTHERS, Ramford rd, Forest Gate, Essex, Builders June 10 at 11 Bankruptcy bldgs, Carey st
 CLARKE, LESLIE, Chalfont St Giles, Bucks, Insurance Broker June 8 at 12 1, St Aldates, Oxford
 ECCLESFORD, JAMES, Badcliffe, Lancs, Maker-up in a Finishing Works June 6 at 11 19, Exchange st, Bolton
 ELLIS, REGINALD GEORGE, Devonport June 9 at 11 11, St Aubyn st, Devonport
 FLITTER, WILLIAM GEORGE, Mortimer Common, Berks, Baker June 11 at 11.30 Queen's Hotel, Reading
 GRIFFITHS, RICHARD, Pantygraigwen, Pontypridd, Glam, Collier June 10 at 10.30 Off Rec, Post Office chambers, Pontypridd
 HART, EDWARD BURNELL, High Beech, Loughton, Essex, Pig Breeder June 12 at 8 14, Bedford row
 JAMISON, CLARA, Middlebrough, Caterer June 12 at 11 Off Rec, 8, Albert rd, Middlebrough
 JOHN, JOSIAH, Clydach, Llangyfelach, Glam, Tailor June 6 at 11 Off Rec, 31, Alexandra rd, Swansea
 LEE, WILLIAM HERBERT, Southport, Assistant Storekeeper June 10 at 12 Off Rec, 35, Victoria st, Liverpool
 LEWIS, GEORGE, Reading, Club Steward June 11 at 12 Queen's Hotel, Reading
 LUMBER, JOHN THOMAS, Waterloo, Blyth, Northumberland, Tailor June 6 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
 MARSHALL, G, Southsea, Hants, Draper June 9 at 8 Off Rec, Cambridge junc, High st, Portsmouth
 MILLER, FREDERICK JOHN, Reading, Storekeeper June 11 at 12.30 Queen's Hotel, Reading
 NIBLETT, THOMAS, Cumberland rd, Barking rd, Essex, Music Hall Manager June 10 at 12 Bankruptcy bldgs, Carey st
 PRIEST, ALFRED ERNEST, Norwich, Photographer June 6 at 12.30 Off Rec, 8, King st, Norwich
 REES, WILLIAM, Warrunton, Swansea, Copperworker June 6 at 11.30 Off Rec, 31, Alexandra rd, Swansea
 ROUND, FREDERICK ALBERT, Wootton Wawen, Warwick, Baker June 10 at 11 Off Rec, 8, High st, Coventry
 SELLERS, HERBERT BURDETT, Preston, Manchester Goods Merchant June 6 at 10.30 Off Rec, 13, Winkley st, Preston
 SHEPHERD, GEORGE ALBERT, Seven Kings, Ilford, Essex, Builder June 12 at 12 14, Bedford row
 SMITH, WILLIAM STANLEY, Bournemouth, nr Wrexham June 10 at 2 The Priory, Wrexham

ADJUDICATIONS.

ANDREW, WILLIAM, Little Hulton, Lancs, Engineer's Clerk Bolton Pet May 26 Ord May 26
ASHWORTH, ISABELLA, Brierfield, Lancs Burnley Pet May 8 Ord May 27
ATKINSON, WILLIAM, Blackhill, Durham, Building Inspector Newcastle on Tyne Pet May 27 Ord May 27
AUFHOLZ, KARL, Balcombe, st, Marylebone High Court Pet April 8 Ord May 26
BARTLETT, ERNEST GEORGE, Leeds, Painter Leeds Pet April 16 Ord May 26
BENTON, CHARLES RICHARD, Cambridge, Tailor Cambridge Pet May 30 Ord May 26
BROADBENT, ALFRED, Huddersfield, Leeds, Journeyman Cabinet Maker Leeds Pet May 25 Ord May 25
BRYAN, GEORGE ADAMS, Kelham, Notts, Portable Buildings Manufacturer Nottingham Pet May 26 Ord May 26
CALLENDER, WILLIAM MARSHALL, Queen Victoria st, Paper Manufacturer High Court Pet Jan 15 Ord May 26
ECOLESTON, JAMES, Radcliffe, Lancs, Maker-up in a Finish-ing Works Bolton Pet May 25 Ord May 25
ELWELL, GEORGE, and THOMAS HEAD, Short Heath, nr Wolverhampton, Licensed Victuallers Wolverhampton Pet May 9 Ord May 25
EVANS, ANTHONY, Pool Farm, Eaton Bishop, Hereford, Farmer Hereford Pet May 27 Ord May 27
FLITTER, WILLIAM GEORGE, Mortimer Common, Berks, Baker Reading Pet May 25 Ord May 25
GOACHER, ERNEST, Workshop, Notts, Electrical Engineer Sheffield Pet May 19 Ord May 25
GRIFFITHS, RICHARD, Pontypridd, Glam, Collier Pontypridd Pet May 25 Ord May 25
GROMAN, HARRIS, Mare st, Hackney High Court Pet June 26, 1907 Ord May 25
HINSELEY, EDWIN, Smallshaw, Ashton under Lyne, Lancs, Farmer Ashton under Lyne Pet May 25 Ord May 25
JAMES, JOHN ELISHA BOND, Bristol, Builder Bristol Pet May 19 Ord May 27
JOHN, JOHN MORRIS, Catford, Dairyman Greenwich Pet May 25 Ord May 25
KIRBY, JOHN WILLIAM, King's Heath, Worcester, Stationer Birmingham Pet May 25 Ord May 25
KITCHING, ERNEST, Kingston upon Hull, Plumber King-ton upon Hull Pet May 27 Ord May 27
MARON, HARRIET, Brighton, Proprietress of Holiday Home Brighton Pet May 25 Ord May 25
MEALS, SCOTT STANLEY, Colishall, Norfolk, Photographer Norwich Pet May 25 Ord May 25
MULLARD, JAMES, Llantarnam, Mon, Farmer Newport, Mon Pet May 25 Ord May 25
NIBLETT, THOMAS, Cumberland rd, Barking rd, Essex, Music Hall Manager High Court Pet May 25 Ord May 25
NOWELL, BENJAMIN, Beeston Hill, Leeds, Glass Dealer Leeds Pet May 27 Ord May 27
ORCHARD, JOSEPH JAMES, Long Eaton, Derby Derby Pet May 25 Ord May 25
PEARSON, JOHN, Cheltenham, Coal Merchant Cheltenham Pet May 26 Ord May 26
PERKINS, JOHN WILLIAM, Crews, Grocer Crews Pet May 25 Ord May 25
PIRETT, ALFRED ERNEST, Norwich, Photographer Norwich Pet May 26 Ord May 26
QUILTER, FREDERICK ROSSSELL, Madeley rd, Baling Brentford Pet Feb 11 Ord May 15
SMITH, EDWARD, Coventry, Motor Body Fitter Coventry Pet May 26 Ord May 26
STEPHENS, HENRY CHANNING, Purley, Surrey, Drug Mer- chant High Court Pet April 3 Ord May 21
STEVENS, HUGH, Catherine st, Palace st, Buckingham Palace rd High Court Pet April 2 Ord May 21
ST JOHN, CHARLES GERT, Osborne House, Northumber- land st, Builder High Court Pet Jan 15 Ord May 26
TYLER, SAMUEL, Long Sutton, Lincs, Butcher King's Lynn Pet May 27 Ord May 27
WALKER, GEORGE HERBERT, Milford, Derby, Greengrocer Derby Pet May 27 Ord May 27
WARNER, CHARLES, Coventry, Warp Dresser Coventry Pet May 26 Ord May 26
WIDDOWSON, SAMUEL, Leicester, Baker Leicester Pet May 26 Ord May 26
WILLIAMS, FRANK, St Stephen's in Branwell, Cornwall, Farmer Truro Pet May 27 Ord May 27
WORTHINGTON, RONALD, Scarborough Scarborough Pet May 27 Ord May 27

Amended notice substituted for that published in the London Gazette of May 15:
DUNE, ARTHUR GIBSON, Lichfield, Staffs, Tailor Walsall Pet March 14 Ord May 9

Amended notice substituted for that published in the London Gazette of May 26:
BROWN, THOMAS HENRY, and JOHN BOND, Birkdale, Lancs, Builders Liverpool Pet May 21 Ord May 21

ADJUDICATIONS ANNULLED.

SMITH, JOHN, Ipswich Ipswich Adjud May 15 Annual May 23
TAYLOR, PHILIP, Salisbury, Wilts, Builder Salisbury Adjud Aug 24, 1907 Annual May 21, 1908

London Gazette.—TUESDAY, JUNE 2.

RECEIVING ORDERS.

ARRUCKLE, BERTRAM VAUGHAN, Sandgate, Kent Canter- bury Pet Feb 3 Ord May 30
ARMITAGE, GREENWOOD, Hamlet gdn, Ravenscourt park, Rug Manufacturer Huddersfield Pet May 29 Ord May 29
ATKIN, SAMUEL, Gt Haywood, nr Stafford, Butcher Stafford Pet May 30 Ord May 30
BAKER, ALFRED EDWARD, Gloucester, Picture Frame Maker Gloucester Pet May 28 Ord May 28
BAKER, WILLIAM CHRISTOPHER, Gt Yarmouth, Baker Gt Yarmouth Pet May 29 Ord May 29
BURGARD, OLIVER, Hove, Sussex, Monumental Mason Brighton Pet May 28 Ord May 28
CATTELL, WALLACE HENRY, Lewisham Greenwich Pet May 28 Ord May 28
CLASSET, EDWARD WILLIAM, Cave's Farm, Pitney, Somer- set, Farmer Yeovil Pet May 28 Ord May 28
COLLEY, PRECY ALBERT, Hereford, Furniture Dealer Hereford Pet May 30 Ord May 30
COOMES, FRANK, East Huntspill, Somerset, Butcher Bridgwater Pet May 25 Ord May 28
ELLISON, JOHN SWINDON, Brass Finisher, G.W.R. Swindon Pet May 28 Ord May 28
FOOT, MYER, Alfred st, Bow, General Dealer High Court Pet May 7 Ord May 29
GILDER, S, New rd, Commercial rd, Secretary High Court Pet May 15 Ord May 29
GREEN & CO, A W Gorse rd, Wandsworth Common, Builders' Merchants, Wandsworth Pet May 8 Ord May 28
GREY, REGINALD ALBERT, Maesteg, Glam, Iron Founder Cardiff Pet May 28 Ord May 28
GRIFFITHS, WILLIAM, Small Heath, Warwick, Baker Bir- mingham Pet May 28 Ord May 28
HANDFORD, JAMES HENRY, Burton on Trent, Staffs, Plumber Burton on Trent Pet May 6 Ord May 26
HOPE, GRAHAM ARCHIBALD, Palace st, Buckingham gate High Court Pet April 16 Ord May 29
JOHNSON, WILLIAM MATTHEWS, Calster, Lincs, Wheelwright Lincoln Pet May 28 Ord May 28
KITTLE, BENJAMIN FINE, Parkmore, Hasocks, Sussex, Dealer Brighton Pet May 30 Ord May 30
KIRBY, ARTHUR FORBELL, Sherwood, Nottingham, Solicitor Nottingham Pet May 28 Ord May 28
LILLYWHITE, GRIFFITH, Blaenwynn, Glam, Carpenter Neath Pet May 30 Ord May 30
LONGBOTTOM, GEORGE HERBERT, Halifax, Decorator Halifax Pet May 28 Ord May 28
MCBERN, THOMAS, Folkestone, Dentist's Assistant Canter- bury Pet May 30 Ord May 30
MCKENDRICK, ANNE, Wimpole st, Letter of Apartments High Court Pet March 24 Ord May 27
MAUSDRELL, CHARLES GODWIN, Frome, Somerset, Baker Frome Pet May 29 Ord May 29
MAYSON, FRANK, Worthington, Cumberland, Jeweller Cockermouth Pet May 26 Ord May 26
MINER, ARTHUR WILLIAM, Broad Oak, Sturry, Kent Canter- bury Pet May 29 Ord May 30
MOORE, STANLEY HARPER, Gt James st, Limon grove, Drysalter High Court Pet May 30 Ord May 30
NAIRN, CHARLES STUART, Amerland rd, Wandsworth, Shipping Agent Wandsworth Pet May 7 Ord May 28
NEEDHAM, FREDERICK WILLIAM, Balby, nr Doncaster, Hairdresser Sheffield Pet May 30 Ord May 30
PAYNE, HENRY RICHARDSON, Penhallow, Penryn, Cornwall, General Dealer Truro Pet May 29 Ord May 29
SHAPPIKRY, M, Middlesex st, Cycle Dealer High Court Pet April 11 Ord May 28

SLADE, WILLIAM DEAKIN, Sheffield, Grocer Sheffield Pet May 26 Ord May 26
SPRAGGOTT, WALTER, Rugby, Warwick, Bootmaker Coventry Pet May 27 Ord May 27
STANTIN, JAMES, Harley st, Cavendish sq, Doctor High Court Pet May 6 Ord May 25
THOMPSON, JOHN, Kendal, Westmorland, Architect Kendal Pet April 25 Ord May 29
WALKER, FREDERICK, Barnet, Butcher Barnet Pet May 7 Ord May 28
WARDLE, WALTER, Levenshulme, Manchester, Electrician Manchester Pet May 28 Ord May 28
WELLS, FRANK, Herne Bay, Kent, Solicitor Canterbury Pet April 22 Ord May 26
WORTHINGTON, ARTHUR BAYLEY, Leybourne Paddocks, West Malling, Farmer Maidstone Pet May 29 Ord May 29
WRAOCH, HENRY, Rugby, Warwick, Cycle Maker Coventry Pet May 2 Ord May 26
WRIGHT, EDWARD JOHN, Barge rd, Bucklersbury, Printer High Court Pet March 16 Ord May 23

Amended notice substituted for that published in the London Gazette of May 1:
MIDDLEVICK, MORIS, Mansfield, Notts, Jeweller Sheffield Pet April 28 Ord April 28

FIRST MEETINGS.

ATKINSON, WILLIAM, Blackhill, Durham, Building Inspector June 10 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
BADGER, FREDERICK WILLIAM, Newport, Mon, Printer's Manager June 10 at 11 Off Rec, 144, Commercial st, Newport, Mon
BINGHAM, JOHN JAMES, Deal, Confectioner June 12 at 10.30 Off Rec, 63A, Castle st, Canterbury
BIRNIE, THOMAS B, Kingston on Thames, Coal Merchant June 11 at 12 132, York rd, Westminster Bridge
BRYAN, GEORGE ADAMS, Kelham, Notts, Portable Buildings Manufacturer June 11 at 2.30 Off Rec, 4, Castle pl, Park st, Nottingham
BURGARD, OLIVER, Hove, Sussex, Monumental Mason June 11 at 10.15 Off Rec, 4, Pavilion bldg, Brighton
CHERRY, LOUISA, Nottingham, Fancy Draper June 11 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
COOPER, TOM, Smethwick, Staffs, Iron Agent June 12 at 11.30 101, Corporation st, Birmingham
CORCOS, SOLOMON HAIN, Broughton Park, Salford, Merchant June 24 at 5 Off Rec, Byron st, Manchester
ELLISON, JOHN SWINDON, Brass Finisher G W R Works June 11 at 12.30 Off Rec, 88, Regent circus, Swindon
EVANS, ANTHONY, Eaton Bishop, Hereford, Farmer June 10 at 12 3, Offa st, Hereford
FAIRFAX, EVELYN, Billborough Manor, nr York June 12 at 8 Off Rec, The Red House, Duncombe pl, York
FOOT, MYER, Alfred st, Bow, General Dealer June 11 at 1 Bankruptcy bldg, Carey st
GIBSON, FRED W, Aldershot, Grocer June 11 at 11.30 132, York rd, Westminster Bridge
GIBBS, ROBERT ARTHUR DENNIS, Lewisham, Insurance Agent June 12 at 11.30 132, York rd, Westminster Bridge
GILDER, S, New rd, Commercial rd, Secretary June 12 at 11 Bankruptcy bldg, Carey st
GRAHAM, ERNEST, Deptford, Newspaper Proprietor June 11 at 12 132, York rd, Westminster Bridge
GREEN & CO, A W, Gorse rd, Wandsworth Common, Builders' Merchants June 12 at 12 132, York rd, Westminster Bridge
HANDFORD, JAMES HENRY, Burton on Trent, Plumber June 24 at 12 Off Rec, 47, Full street, Derby
HARDING, WALTER, Market Lavington, Wilts, Carpenter June 10 at 12.30 Off Rec, 36, Baldwin st, Bristol
HINSELEY, EDWIN, Smallshaw, Ashton under Lyne, Lancs, Farmer June 17 at 2.30 Off Rec, Byron st, Man- chester
HOPE, GRAHAM ARCHIBALD, Palace st, Buckingham gate June 12 at 12 Bankruptcy bldg, Carey st
JACKSON, WILLIAM ARTHUR, Leicester, Coal Merchant June 11 at 12 Off Rec, 1, Berridge st, Leicester
JAMES, JOHN ELISHA BOND, Bristol, Builder June 10 at 12 Off Rec, 26, Baldwin st, Bristol
JOHN, JOHN MORRIS, Catford, Dairyman June 10 at 11.30 132, York rd, Westminster Bridge
KEWICK & BONS, JOHN, York, Builders June 12 at 3.30 Off Rec, Red House, Duncombe pl, York
KIRBY, JOHN WILLIAM, King's Heath, Worcester, Stationer June 12 at 12.30 191, Corporation st, Birming- ham

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.
ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

SPECIALISTS IN ALL LICENSING MATTERS.

330 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

KITCHING, RANST, Kingston upon Hull, Plumber June 13 at 11 Off Rec, York City Bank chambers, Lowgate, Hull

LONGBOTTOM, GEORGE HERBERT, Halifax, Decorator June 11 at 10.45 County Court, Prescott st, Halifax

LUCAS, JOHN WRENTLEY, Durham, Cycle Dealer June 11 at 5.15 Three Tuns Hotel, Durham

MCKENDRICK, ASHBY, Wimpole, Letter of Apartments June 11 at 12 Bankruptcy bldgs, Carey st

MARSHALL, CHARLES JOSEPH, Old Kent rd, Tobaccoist June 11 at 11 Bankruptcy bldgs, Carey st

MASON, HARRIET, Brighton, Proprietress of Holiday Home June 11 at 10.30 Off Rec, 4, Pavilion bldgs, Brighton

MEALE, SCOTT STANLEY, Collihall, Norfolk, Photographer June 10 at 12 Off Rec, 8, King st, Norwich

MORTON, ALBERT EDWARD, Aberystwyth, Mon, Builder June 12 at 11 Off Rec, 144, Commercial st, Newport, Mon

NAIRN, CHARLES STUART, Amerland rd, Wandsworth, Shipping Agent June 15 at 11.30 132, York rd, Westminster Bridge

NOWELL, BENJAMIN, Beeston Hill, Leeds, Glass Dealer June 11 at 11.30 Off Rec, 24, Bond st, Leeds

PATERMAN, TAYLOR, Melbourne, Leicester, Licensed Victualler June 13 at 12 Off Rec, 1, Berridge st, Leicester

PEARCE, HENRY, Tankerton on Sea, Kent June 10 at 12.30 Bankruptcy bldgs, Carey st

PEARCE, JOHN, Cheltenham, Coal Merchant June 13 at 3.45 County Court bldgs, Cheltenham

ROBE, JAMES HENRY, Brington, Somerset, Outfitters' Assistant June 10 at 11.30 Off Rec, 26, Baldwin st, Bristol

ROBINSON, WILLIAM, Nottingham, Jeweller June 11 at 12 Off Rec, 4, Castle St, Nottingham

SHAFER, M. MIDDLESEX st, Cycle Dealer June 10 at 13 Bankruptcy bldgs, Carey st

SMITHWAITE, THOMAS, Newcastle on Tyne, Builder June 10 at 12 Off Rec, 30, Mowley st, Newcastle on Tyne

STANTIN, JAMES, Harley st, Cavendish sq, Doctor June 12 at 11 Bankruptcy bldgs, Carey st

WEBBER, FRANK CLARE, Bristol, Goldsmith June 12 at 12.30 Bankruptcy bldgs, Carey st

WIDDOWSON, SAMUEL, Leicester, Baker June 12 at 3 Off Rec, 1, Berridge st, Leicester

WILLIAMS, FRANK, St Stephen's in Branswell, Cornwall, Farmer June 13 at 2 Off Rec, Boscawen st, Truro

WORTHINGTON, ARTHUR BAYLEY, Leybourne Paddocks, West Malling, Kent, Farmer June 11 at 11, 9, King st, Maidstone

WRIGHT, EDWARD JOHN, Barge yd, Bucklersbury, Printer June 12 at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AMITAGE, GREENWOOD, Hamlet gdns, Ravenscraig Park, Rug Manufacturer Huddersfield Pet May 29 Ord May 29

ATKIN, SAMUEL, Gt Haywood, nr Stafford, Butcher Stafford Pet May 30 Ord May 30

BAKER, ALFRED EDWARD, Gloucester, Picture Frame Maker Gloucester Pet May 28 Ord May 28

BAKER, WILLIAM CHRISTOPHER, Gt Yarmouth, Baker Great Yarmouth Pet May 29 Ord May 29

BURGARD, OLIVER, Hove, Sussex, Monumental Mason Brighton Pet May 28 Ord May 28

CATTELL, WALLACE HENRY, Lewisham Greenwich Pet May 28 Ord May 28

CLARE, HENRY JOHN, Romford rd, Forest Gate, Essex, Builder High Court Pet April 30 Ord May 30

CLAREY, EDWARD WILLIAM, Cave's Farm, Pitney, Somerset, Farmer Yeovil Pet May 28 Ord May 28

COLLEY, FRANK ALBERT, Hereford, Furniture Dealer Hereford Pet May 30 Ord May 30

COOMES FRANK, East Huntspill, Somerset, Butcher Bridgewater Pet May 28 Ord May 28

ELLISON, JOHN, Swindon, Brass Finisher Swindon Pet May 28 Ord May 28

GIBBONS, FRANK W, Aldershot, Grocer Guildford Pet May 8 Ord May 30

GREY, EDGAR ALBERT, Maesteg, Glam, Iron Founder Cardiff Pet May 28 Ord May 28

GRIFFITHS, WILLIAM, Small Heath, Warwick, Baker Birmingham Pet May 28 Ord May 28

GROOM, EMERSON FORREST, New st, St Martin's In, Map Publisher High Court Pet March 17 Ord May 30

HILLIER, BERNARD LABONCHERE, Barcombe, Sussex Lewes Pet April 8 Ord May 30

JOHNSON, WILLIAM MATTHEWS, Caistor, Lincs, Wheelwright Lincoln Pet May 28 Ord May 28

KESWICK, EDWARD, and FRANK KESWICK, York, Builders York Pet May 9 Ord May 29

KIRBY, ARTHUR FORRELL, Sherwood, Nottingham, Solicitor Nottingham Pet May 28 Ord May 28

LEWELLYN, GRIFFITH, Blaenwynn, Glam, Carpenter Neath and Abertawe Pet May 30 Ord May 30

LONGBOTTOM, GEORGE HERBERT, Halifax, Decorator Halifax Pet May 28 Ord May 28

MCCREAN, THOMAS, Folkestone, Dentist's Assistant Canterbury Pet May 30 Ord May 30

MACKAY, DANIEL BAIN, Coatham, Redcar, Yorks Middlesbrough Pet April 27 Ord May 28

MAUNDRELL, CHARLES GOWDIN, Frome, Baker Frome Pet May 29 Ord May 29

MAYSON, FRANK, Workington, Cumberland, Jeweller Cockermouth Pet May 28 Ord May 28

MOON, GEORGE, Cambridge, Draper Cambridge Pet May 12 Ord May 29

MOORE, STANLEY HARPER, Gt James st, Limon grove, Drymiller High Court Pet May 30 Ord May 30

NERRHAM, FREDERICK WILLIAM, Baby, nr Doncaster, Hairdresser Sheffield Pet May 30 Ord May 30

PATHE, HENRY RICHARDSON, Penhallow, Penrynabuloe, Cornwall, General Dealer Truro Pet May 29 Ord May 29

SLADE, WILLIAM DEAKIN, Sheffield, Grocer Sheffield Pet May 29 Ord May 29

SPRAGGETT, WALTER, Rugby, Warwick, Bootmaker Coventry Pet May 27 Ord May 27

WARDLE, WALTER, Levenshulme, Manchester, Electrician Manchester Pet May 28 Ord May 28

WEBBER, FRANK CLARE, Bristol, Goldsmith Bristol Pet May 1 Ord May 30

WINTER, ELIZABETH AMELIA, Eastbourne, Midhurst, Sussex Brighton Pet March 13 Ord May 29

Amended notice substituted for that published in the London Gazette of April 28:

BRATON, CHARLES EDMUND ALFRED, Knowle rd, Brixton, Commission Agent High Court Pet March 24 Ord April 24

Amended notice substituted for that published in the London Gazette of May 1:

MIDDLEWICK, MORIS, Mansfield, Notts, Jeweller Sheffield Pet April 28 Ord April 28

Amended notice substituted for that published in the London Gazette of May 28:

DAVIS, JOHN, Bloxwich, Grocer Walsall Pet May 30 Ord May 30

MR. F. F. MONTAGUE, LL.B., continues to PREPARE for the SOLICITORS' FINAL and INTERMEDIATE EXAMINATIONS; payment by result. —Particulars on application, personally or by letter, at 2, Hare-court, Temple.

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